**LBH Software, Inc. End User License Agreement**

THIS END USER LICENSE AGREEMENT (“EULA”) IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR AN ENTITY) AND LBH SOFTWARE, INC. THIS AGREEMENT GOVERNS ALL SOFTWARE ("SOFTWARE") AND ANY UPGRADES, UPDATES, PATCHES, HOTFIXES, MODULES, ROUTINES, FEATURE ENHANCEMENTS AND ADDITIONAL VERSIONS OF THE SOFTWARE THAT REPLACE OR SUPPLEMENT THE ORIGINAL SOFTWARE (COLLECTIVELY "UPDATES") AND THEIR ASSOCIATED MEDIA, PRINTED MATERIALS, ONLINE OR ELECTRONIC DOCUMENTATION, DISTRIBUTED BY OR ON BEHALF OF LBH SOFTWARE, INC. UNLESS THERE IS A SEPARATE LICENSE AGREEMENT BETWEEN YOU AND THE MANUFACTURER OR OWNER OF THE SOFTWARE OR UPDATE. IF THERE IS NO SEPARATE LICENSE AGREEMENT THEN THIS AGREEMENT GOVERNS YOUR USE OF UPDATES, AND SUCH UPDATES WILL BE CONSIDERED SOFTWARE FOR ALL PURPOSES OF THIS EULA. THE “SOFTWARE” SHALL MEAN COLLECTIVELY THE SOFTWARE PROGRAM AND UPDATES AND ANY COPIES THEREOF. This EULA, in and of itself, does not entitle you to any Updates at any time in the future. BY EXPRESSLY ACCEPTING THESE TERMS OR BY DOWNLOADING, INSTALLING, ACTIVATING AND/OR OTHERWISE USING THE SOFTWARE, YOU ARE AGREEING THAT YOU HAVE READ, AND THAT YOU AGREE TO COMPLY WITH AND ARE BOUND BY THE TERMS AND CONDITIONS OF THIS EULA AND ALL APPLICABLE LAWS AND REGULATIONS. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS EULA, THEN YOU MAY NOT DOWNLOAD, INSTALL, ACTIVATE OR OTHERWISE USE ANY OF THE SOFTWARE AND YOU MUST PROMPTLY RETURN THE SOFTWARE. IF YOU ARE ACCEPTING THESE TERMS AND CONDITIONS ON BEHALF OF AN ENTITY, YOU ACKNOWLEDGE THAT YOU HAVE THE APPROPRIATE AUTHORITY TO ACCEPT THESE TERMS AND CONDITIONS ON BEHALF OF SUCH ENTITY.

**1. License**. Subject to the terms, conditions and restrictions of this EULA (as a condition to the grant below), LBH Software, Inc. hereby grants you a limited, personal, nonexclusive, and except as otherwise set forth in Section 6 below, nontransferable, nonassignable license, without rights to sublicense, to install or have installed, display and use the Software (in object code form only) solely for internal purposes, only on as many computers, devices and/or in such configurations as expressly permitted by the amount of quantity you purchased, or on one computer device if no other entitlement is specified, and for such period specified in a term license, or perpetually if no term is specified.

**2. License Limitations and Conditions**. This license is conditioned upon LBH Software, Inc. receiving your timely payment of any fees or royalties applicable to the Software or to any hardware in which the Software may be loaded. You may not copy the Software except for a reasonable number of copies solely as needed for backup or archival purposes or as otherwise expressly permitted in Section 1 “License” above. You may not modify or remove any titles, trademarks or trade names, copyright notices, legends, or other proprietary notices or markings on or in the Software. The rights granted herein are limited to LBH Software, Inc.’s intellectual property rights in the Software and do not include any other third party’s intellectual property rights. If the Software was provided to you on removable media (e.g., CD, DVD, or USB drive), you may own the media on which the Software is recorded but LBH Software, Inc. retains ownership of the Software itself and all related intellectual property rights. You may not use the optical discs or storage media on another computer, device or network, or loan, rent, lease or transfer them to another user except as permitted by this Agreement. You are not granted any rights to any trademarks or service marks of LBH Software, Inc. or any of its licensors or suppliers.

**3. Rights Reserved**. THE SOFTWARE IS LICENSED, NOT SOLD. Except for the license expressly granted in this EULA, LBH Software, Inc., on behalf of itself and its licensors and suppliers, retains all right, title, and interest in and to the Software and in all related content, materials, copyrights, trade secrets, patents, trademarks, derivative works and any other intellectual and industrial property and proprietary rights, including moral rights, registrations, applications, renewals and extensions of such rights (the "Works"). The rights in these Works are valid and protected in all forms, media and technologies existing now or hereafter developed and any use other than as expressly set forth herein, including the reproduction, modification, distribution, transmission, adaptations, translation, display, republication or performance of the Works is strictly prohibited. LBH Software, Inc., on behalf of itself and its licensors and suppliers, retains all rights not expressly granted herein.

**4. Restrictions.** Except as otherwise provided herein or expressly agreed by LBH Software, Inc., you may not, and will not allow a third party to: (A) sell, lease, license, sublicense, assign, distribute or otherwise transfer or encumber by any means (including by lien, hypothecation or otherwise) in whole or in part the Software; (B) provide, make available to, or permit use of the Software in whole or in part by, any third party, including contractors, without LBH Software, Inc.'s prior written consent, unless such use by the third party is solely on your behalf, is strictly in compliance with the terms and conditions of this EULA, and you are liable for any breach of this EULA by such third party (a “Permitted Third Party”); (C) copy, reproduce, republish, upload, post or transmit the Software in any way; (D) decompile, disassemble, reverse engineer, or otherwise attempt to derive source code (or underlying ideas, algorithms, structure or organization) from the Software program, in whole or in part; (E) modify or create derivative works based upon the Software; (F) use the Software on a service bureau, rental or managed services basis or permit other individuals or entities to create Internet "links" to the Software or "frame" or "mirror" the Software on any other server or wireless or Internet-based device; (G) use the Software to create a competitive offering; or (H) share or publish the results of any benchmarking of the Software without LBH Software, Inc.’s prior written consent. You may not, and will not allow a Permitted Third Party to, use the Software in excess of the number of licenses purchased from or expressly authorized by LBH Software, Inc.

**5. Compliance.** Upon request by LBH Software, Inc., you will certify in writing that all use of Software is in compliance with the terms of this EULA, indicating the number of Software licenses deployed at that time. You grant LBH Software, Inc., or an agent selected by LBH Software, Inc., the right to perform, during normal business hours, a reasonable audit of your compliance with this EULA. You agree to cooperate and provide LBH Software, Inc. with all records reasonably related to your compliance with this EULA.

**6. Transferability.** You have the limited right to transfer Software on a permanent basis as part of the sale or transfer of the hardware system on which the Software is loaded, provided that: (i) you retain no copies of any version of the Software, (ii) the transfer includes the most recent update and all prior versions of the Software.

**7. Support and Subscription Services Not Included.** LBH Software, Inc. does not provide any maintenance or support services unless user has purchased such services with the PREMIUM support version.

**8. Termination.** LBH Software, Inc. may terminate this EULA immediately and without prior notice if you fail to comply with any term or condition of this EULA or if LBH Software, Inc. does not receive timely payment for the licenses to the Software or for the hardware to which Software is loaded, if any. In addition, LBH Software, Inc. may terminate any license to Software distributed for free, at any time in its sole discretion. This EULA will terminate automatically if you fail to comply with any of its terms or if the license term ends. You may terminate this EULA at any time on written notice to LBH Software, Inc. In the event of termination of this EULA, all licenses granted hereunder shall automatically terminate and you must immediately cease use of the Software and return or destroy all copies of the Software. The parties recognize and agree that their obligations under Sections 2, 3, 4, 5, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, and 22 of this EULA, as well as obligations for payment, shall survive the cancellation, termination and/or expiration of this EULA, and/or the licenses granted hereunder. LBH Software, Inc. will not have any obligation upon the termination of this EULA to refund any portion of any license fee.  
  
**9. Export, Import and Government Restrictions.** The Software is subject to U.S. export laws as well as the laws of the country where it is delivered or used. You agree to abide by these laws. Under these laws, the Software may not be sold, leased or transferred to embargoed countries (currently Cuba, Iran, North Korea, Sudan and Syria), other restricted countries, restricted end-users, or for restricted end-uses. You specifically agree that the Software will not be used for activities related to weapons of mass destruction, including but not limited to, activities related to the design, development, production or use of nuclear materials, nuclear facilities, or nuclear weapons, missiles or support of missile projects, or chemical or biological weapons. You understand that certain functionality of the Software, such as encryption or authentication, may be subject to import or export restrictions in the event that you transfer the Software from the country of delivery and you are responsible for complying with applicable restrictions.

The Software and documentation are "commercial items" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Software and documentation with only those rights set forth herein.

**10. Warranty; Disclaimer of Warranty.** LBH Software, Inc. warrants that the software media, if any, will be free from defects in materials and workmanship under normal use for 90 days from the date you receive them. LBH SOFTWARE, INC. MAKES, AND YOU RECEIVE, NO OTHER WARRANTIES RELATED TO THE SOFTWARE WHETHER EXPRESS, IMPLIED OR STATUTORY, AND LBH SOFTWARE, INC. SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.LBH SOFTWARE, INC. DOES NOT WARRANT THAT THE FUNCTIONS OF THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. YOU ASSUME RESPONSIBILITY FOR SELECTING THE SOFTWARE AND THE RESULTS ACHIEVED. YOUR SOLE AND EXCLUSIVE REMEDY, AND LBH SOFTWARE, INC’S ENTIRE LIABILITY, IS FOR LBH SOFTWARE, INC., AT ITS SOLE DISCRETION, TO EITHER USE COMMERCIALLY REASONABLE EFFORTS TO REMEDY ANY DEFECT IN THE MEDIA OR TO PROVIDE A REFUND OF THE LICENSE FEES RECEIVED BY LBH SOFTWARE, INC. FOR THE SOFTWARE AND TERMINATE THIS AGREEMENT. THIS DISCLAIMER OF WARRANTY MAY NOT BE VALID IN SOME JURISDICTIONS AND YOU MAY HAVE WARRANTY RIGHTS UNDER LAW WHICH MAY NOT BE WAIVED OR DISCLAIMED. ANY SUCH WARRANTY EXTENDS ONLY FOR THIRTY (30) DAYS FROM THE DATE OF DELIVERY OF THE SOFTWARE (UNLESS LOCAL LAW PROVIDES OTHERWISE). **11. Limitation of Liability.** LBH SOFTWARE, INC. WILL NOT BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS, LOST VALUE OR LOST SALES (WHETHER SUCH PROFITS, SAVINGS, VALUE OR SALES ARE DIRECT, INDIRECT, CONSEQUENTIAL OR OF ANY OTHER NATURE), LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF SYSTEM(S) OR NETWORK(S), OR THE RECOVERY OF SUCH DATA, SYSTEMS(S) OR NETWORK(S), LOSS OF BUSINESS OPPORTUNITY, BUSINESS INTERRUPTION OR DOWNTIME, LOSS OF GOODWILL OR REPUTATION, SOFTWARE NOT BEING AVAILABLE FOR USE OR THE PROCUREMENT OF SUBSTITUTE SOFTWARE OR GOODS, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS EULA UNDER ANY THEORY OF LIABILITY EVEN IF ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS EULA, LBH SOFTWARE, INC.’S TOTAL LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS EULA AND/OR THE SOFTWARE SHALL NOT EXCEED THE GREATER OF EITHER: A) THE TOTAL AMOUNT RECEIVED BY LBH SOFTWARE, INC. FOR THE APPLICABLE SOFTWARE LICENSE DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE RELEVANT CLAIM AROSE OR B) THE AMOUNT RECEIVED BY LBH SOFTWARE, INC. FOR THE SPECIFIC HARDWARE ON WHICH THE PARTICULAR SOFTWARE WAS LOADED.

Insofar as applicable law prohibits any limitation on liability herein, the parties agree that such limitation will be automatically modified, but only to the extent required to make the limitation compliant with applicable law.

**12. Development Tools.** If the Software includes development tools, such as scripting tools, APIs ( application programming interface s), or sample scripts (collectively “Development Tools”) and unless there is a separate agreement between you and LBH Software, Inc. for the Development Tools, you may use such Development Tools to create new scripts and code for the purpose of customizing your use of the Software (within the parameters set forth in this EULA and within the parameters set forth in the Development Tools themselves ) and for no other purpose. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS EULA, THE DEVELOPMENT TOOLS ARE PROVIDED "AS IS" WITHOUT INDEMNITY OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. LBH SOFTWARE, INC. BEARS NO LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM USE (OR ATTEMPTED USE) OF THE DEVELOPMENT TOOLS AND HAS NO DUTY TO PROVIDE SUPPORT TO YOU.

**13. Evaluation Licenses.** This EULA does not license use of Software for evaluation purposes (“Evaluation Software”). Your use of Evaluation Software is subject to the separate license terms and conditions accompanying that Evaluation Software.

**14. Open Source and Third Party Software.** The Software may come bundled or otherwise be distributed with open source or other third party software, which is subject to the terms and conditions of the specific license under which it is distributed. OPEN SOURCE SOFTWARE IS PROVIDED BY LBH SOFTWARE, INC. "AS IS" WITHOUT ANY WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS EULA, AS IT RELATES TO ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH OPEN SOURCE SOFTWARE, LBH SOFTWARE, INC. SHALL HAVE NO LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF OPEN SOURCE SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Under certain open source software licenses, you are entitled to obtain the corresponding source files.

**15. High-Risk Disclaimer and Excluded Data**. The Software is not designed or intended for high-risk applications, for use as online control systems or use in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communications systems, air traffic control, life support, weapons systems or in any other device or system in which function or malfunction of the software could result in death, personal injury or physical or environmental damage. Any such use or application by you is outside the scope of this license and you are not authorized to use the Software in any such application. You acknowledge that Software provided under this EULA is not designed with security and access management for the processing and/or storage of the following categories of data and software: (A) classified data and software; (B) data and software controlled under the International Traffic in Arms Regulations (“ITAR”); and (C) personally identifiable information that is subject to heightened security requirements as a result of your internal policies or practices or by law (collectively referred to as “Excluded Data”). You hereby agree that you are solely responsible for reviewing data that the Software will provide to LBH Software, Inc. to ensure that it does not contain Excluded Data.

**16. Indemnification.** You, at your expense, shall defend and indemnify LBH Software, Inc. against any claim, action or proceeding brought against LBH Software, Inc. which arises from or is in any manner connected with your unauthorized use of the Software or that arises from your breach of any provision of this EULA.

**17. Right to Preliminary and Injunctive Relief.** You agree that money damages would be an inadequate remedy for LBH Software, Inc. in the event of a breach or threatened breach by you of the provisions set forth in this EULA; therefore, you agree that in the event of a breach or threatened breach of any such provisions, LBH Software, Inc. may, in addition to any other remedies to which it is entitled, be entitled to such preliminary or injunctive relief (including an order prohibiting you from taking actions in breach of such provisions), without the need for posting bond, and specific performance as may be appropriate to preserve all of LBH Software, Inc.’s rights. All rights and remedies afforded LBH Software, Inc. by law shall be cumulative and not exclusive.

**18. Choice of Law.** THIS AGREEMENT AND ANY CLAIMS UNDER ANY THEORY OF LIABILITY IN ANY WAY TO THIS AGREEMENT OR ANY RELATIONSHIPS CONTEMPLATED HEREIN SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, U.S.A., WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICTS OF LAW AND EXCLUSIVE OF ANY PROVISIONS OF THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS. The parties agree that the provisions of the Uniform Computer Information Transactions Act (“UCITA”), as it may have been or hereafter may be in effect in any jurisdiction, shall not apply to this EULA, and the parties waive any and all rights they may have under any laws(s) adopting UCITA in any form.

**19. Dispute Resolution and Binding Individual Arbitration.** ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS) BETWEEN YOU AND LBH SOFTWARE, INC. arising out of or in connection with this EULA, or the breach, termination or validity thereof SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING INDIVIDUAL ARBITRATION. If you are in the United States, the arbitration will be administered by the American Arbitration Association (AAA), or JAMS (if you are in Canada, arbitration will be at ADR Chambers pursuant to the general ADR Chambers Rules for Arbitration located at www.adrchambers.com <http://www.adrchambers.com>). Otherwise, the dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (“ICC”) by one or more arbitrators appointed in accordance with such rules. The arbitration shall be conducted in the English language. For any ICC arbitration, the place of the arbitration shall be Chicago Illinois or another commercial center reasonably chosen by the arbitration panel to ensure that the award resulting from the arbitration shall be of an international character and enforceable under the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards. The arbitration panel shall be empowered to grant whatever relief would be available in court, including without limitation preliminary relief, injunctive relief and specific performance. Any award of the arbitration panel shall be final and binding immediately when rendered, and judgment on the award may be entered in any court of competent jurisdiction. Neither you nor LBH Software, Inc. shall be entitled to join, consolidate, or include any claims belonging to or alleged or arising from, by, or on behalf of any third party to an arbitration brought hereunder**,** or arbitrate any claim as a class action, class representative, class member, or in a private attorney general capacity. The individual (non-class) nature of this dispute resolution provision goes to the essence of the parties' dispute resolution agreement, and if found unenforceable, the entire arbitration and dispute resolution provision shall be void. Consumer claimants (individuals whose transaction is intended for personal, family or household use) may elect to pursue their claims in small-claims court rather than arbitration. LBH Software, Inc. will be responsible for paying any individual consumer's arbitration/arbitrator fees. Notwithstanding the foregoing, LBH Software, Inc may apply to any relevant government agency or any court of competent jurisdiction to preserve its rights under this EULA and to obtain any injunctive or preliminary relief, or any award of specific performance, to which it may be entitled, either against you or against a non-party; provided, however, that no such administrative or judicial authority shall have the right or power to render a judgment or award (or to enjoin the rendering of an arbitral award) for damages that may be due to or from either party under this EULA, which right and power shall be reserved exclusively to an arbitration panel proceeding in accordance herewith.

**20. No Waiver.** No waiver of breach or failure to exercise any option, right, or privilege under the terms of this EULA on any occasion by LBH Software, Inc. shall be construed to be a waiver of a subsequent breach or right to exercise any option, right, or privilege.

**21. No Assignment.** Except as provided in Section 6,Customer may not assign or transfer its interests, rights or obligations under this EULA, in whole or in part, whether voluntarily, by contract, or by merger (whether that party is the surviving or disappearing entity), stock or asset sale, consolidation, dissolution, through government action or order, or otherwise. Any attempt to assign this EULA without prior written consent from LBH Software, Inc. shall be null and void.

**22. Entire Agreement.** Unless you have entered into another written agreement with respect to the Software which has been signed by you and an authorized by LBH Software, Inc. and which conflicts with the terms of this EULA, you agree that this EULA supersedes all prior written or oral agreements, warranties or representations with respect to use of the Software. If any term (or part thereof) of this EULA is found to be invalid or unenforceable, the remaining provisions (including other valid parts within the effected term) will remain effective. You acknowledge that you have read this Agreement, that you understand it, that you agree to be bound by its terms, and that this is the complete and exclusive statement of the Agreement between you and LBH Software, Inc. regarding the Software.

(S Version - Rev. 04232015)