

## KLAS

### END USER LICENSE AGREEMENT

READ CAREFULLY. THIS PRODUCT CONTAINS CERTAIN COMPUTER PROGRAMS AND OTHER PROPRIETARY MATERIAL ("SOFTWARE") AND MAY CONTAIN RELATED MANUALS OR DOCUMENTATION ("DOCUMENTATION"), THE USE OF WHICH IS SUBJECT TO THIS END USER SOFTWARE LICENSE AGREEMENT ("AGREEMENT"). DOWNLOADING, INSTALLING OR USING THE SOFTWARE CONSTITUTES YOUR AND YOUR COMPANY'S ASSENT TO AND ACCEPTANCE OF THIS AGREEMENT AND YOUR REPRESENTATION THAT YOU HAVE THE AUTHORITY TO BIND YOUR COMPANY TO THIS AGREEMENT. IF YOU DO NOT AGREE WITH ALL TERMS OF THIS AGREEMENT, YOU ARE NOT ENTITLED TO USE THE SOFTWARE OR DOCUMENTATION, AND YOU MUST RETURN THIS PRODUCT, ALL DOCUMENTATION, AND PROOF OF PAYMENT. WRITTEN APPROVAL IS NOT A PREREQUISITE TO THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT AND NO SOLICITATION OF ANY SUCH WRITTEN APPROVAL BY OR ON BEHALF OF KLAS SHALL BE CONSTRUED AS AN INFERENCE TO THE CONTRARY. IF YOU HAVE ORDERED THIS PRODUCT, KLAS' ACCEPTANCE IS EXPRESSLY CONDITIONAL ON YOUR ASSENT TO THESE TERMS TO THE EXCLUSION OF ALL OTHER TERMS.

**GRANT.** Subject to the terms of this Agreement and provided you comply with this Agreement, Klas LTD trading as Klas or its affiliate licensing the Software and Documentation ("Klas") hereby grants to you ("Licensee") a limited, personal, nontransferable, non-sublicensable, nonexclusive, revocable license to use the Software, in object code form solely as such Software is embedded in equipment provided herewith and to use the Documentation solely in connection with the equipment and Software.

**LICENSE RESTRICTIONS.** Licensee may not, directly or indirectly: (a) modify, translate, reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or the underlying ideas or algorithms of the Software, except to the extent applicable statutory law expressly prohibits such restrictions; (b) create derivative works based on the Software or Documentation; (c) use the Software or Documentation for performing comparisons or other "benchmarking" activities; (d) copy, rent, lease, distribute, or transfer rights to the Software or Documentation; (e) use the Software or Documentation in a manner that would violate any applicable law or regulation; or (e) remove any proprietary notices or labels on the Software or Documentation.

**SUPPORT.** Licensee may purchase support services for the Software from Klas or authorized resellers. Upgrades or changes to the Software or Documentation provided by Klas or authorized resellers shall be subject to the terms and conditions of this Agreement.

**TITLE.** As between the parties, Klas and its licensors retain all right, title, and interest, including, without limitation, all intellectual property rights in and to the Software and Documentation. Licensee understands that Klas may modify or discontinue offering the Software at any time. The Software and Documentation are protected by the copyright and other intellectual property laws of Ireland and international treaties. This Agreement does not give Licensee any rights not expressly granted herein. This Agreement does not constitute a sale of the Software or Documentation or any portion or copy of it.

**LIMITATION OF LIABILITY.** UNDER NO LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, SHALL KLAS, ITS LICENSORS, OR THEIR RESPECTIVE EMPLOYEES OR AGENTS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS OR SAVINGS, LOSS OF GOODWILL, WORK STOPPAGE, INACCURACY OF RESULTS, COMPUTER FAILURE OR MALFUNCTION, OR OTHER DAMAGES

RESULTING FROM USE OF THE SOFTWARE. KLAS' LIABILITY FOR DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF OR RELATING TO THIS AGREEMENT UNDER ANY LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE SHALL BE LIMITED TO THE FEES PAID BY LICENSEE FOR THE SOFTWARE.

**WARRANTY DISCLAIMER.** KLAS PROVIDES THE SOFTWARE AND DOCUMENTATION "AS IS" AND WITHOUT WARRANTY OF ANY KIND, AND HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, ACCURACY, RELIABILITY, QUIET ENJOYMENT, INTEGRATION, TITLE, NON-INTERFERENCE AND NON- INFRINGEMENT. FURTHER, KLAS DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS THAT THE SOFTWARE OR DOCUMENTATION WILL BE FREE FROM BUGS OR DEFECTS, THAT IT'S USE WILL BE UNINTERRUPTED OR ERROR FREE, THAT IT WILL MEET LICENSEE'S REQUIREMENTS, OR THAT IT WILL BE CORRECT, ACCURATE, OR RELIABLE. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. SHOULD THE SOFTWARE OR DOCUMENTATION PROVE DEFECTIVE FOLLOWING LICENSE, LICENSEE (AND NOT KLAS) ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING OR REPAIR, EXCEPT AS MAY OTHERWISE BE PROVIDED BY A KLAS RESELLER OR SUPPORT PROVIDER. LICENSEE ASSUMES ALL RESPONSIBILITY TO ACHIEVE ITS INTENDED RESULTS AND FOR THE INSTALLATION, USE, AND RESULTS OBTAINED FROM THE SOFTWARE AND DOCUMENTATION.

**TERM AND TERMINATION.** This Agreement shall continue until terminated as set forth herein. Licensee may terminate this Agreement at any time. Klas may terminate this Agreement immediately if Licensee violates any provision of this Agreement. Any termination of this Agreement shall terminate the licenses granted hereunder. Upon termination of this Agreement for any reason, Licensee shall destroy and remove from all equipment, computers, hard drives, networks, and other storage media all copies of the Software, and shall so certify to Klas that such actions have occurred. Except for the license and except as otherwise expressly provided herein, the terms of this Agreement shall survive termination.

**CONFIDENTIALITY.** Licensee shall not use or disclose any Software, Documentation, or related technology, idea, algorithm or information except to the extent expressly authorized by this Agreement.

**GOVERNMENT USE.** This paragraph applies exclusively to Licensees that are part of an agency, department, or other entity of the United States Federal Government ("Government"). The Software and Documentation are "commercial computer software" and "commercial computer software documentation." Pursuant to 48 C.F.R. 12.212 or 48 C.F.R. 227.7202, as applicable, the Government shall have only the license rights specified in this Agreement and the additional unrestricted right to copy and modify Documentation that is necessary for operation, maintenance, installation, and training. In addition, notwithstanding any other provision of this Agreement, the following additional provisions apply to Government Licensees: (1) this Agreement is part of a contract, which, together with this Agreement, represents the complete agreement of the parties and supersedes all prior agreements and representations; (2) this Agreement shall bind the Government but shall not operate to bind a Government employee in his or her individual capacity; (3) this Agreement is governed by the Federal laws of the United States; (4) disputes, including jurisdiction and venue, shall be as set forth in the Contract Disputes Act; (5) Klas shall not unilaterally revoke, terminate or suspend any rights granted to the Government except as allowed by the contract; and (6) the Government's obligations with respect to confidentiality are subject to the Freedom of Information Act.

**COMPLIANCE WITH LAW.** Licensee shall comply with all laws and regulations applicable to the Software and Documentation, including, without limitation, the U.S. Foreign Corrupt Practices Act and all applicable export laws, restrictions, and regulations of the United States of America or any domestic or foreign agency or authority. Licensee will not export or allow the export or re-export of the Software in violation of any such laws, restrictions or regulations.

**MISCELLANEOUS.** This Agreement represents the complete agreement concerning this license between the parties and supersedes all prior agreements and representations. This Agreement may

be amended only by a writing executed by both parties. If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. The failure of Klas to act with respect to a breach of this Agreement by Licensee or others does not constitute a waiver and shall not limit Klas' rights with respect to such breach or any subsequent breaches. This Agreement is personal to Licensee and may not be assigned or transferred for any reason whatsoever (including, without limitation, by operation of law, merger, reorganization, or as a result of an acquisition or change of control involving Licensee) without Klas' consent and any action or conduct in violation of the foregoing shall be void and without effect. This Agreement shall be governed by and construed under the laws of Ireland without regard to the conflicts of laws provisions thereof, and without regard to the United Nations Convention on Contracts for the International Sale. The sole and exclusive jurisdiction and venue for actions arising under this Agreement shall be Ireland; Licensee hereby agrees to service of process in accordance with the rules of such courts.