



## End User License Agreement

THIS END USER LICENSE AGREEMENT (THIS “AGREEMENT”) IS A LEGAL CONTRACT BETWEEN YOU AND CONNECTALL, LLC, A GEORGIA LIMITED LIABILITY COMPANY WITH ITS PRINCIPAL PLACE OF BUSINESS IN PASADENA, CALIFORNIA (THE “COMPANY”). READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE DOWNLOADING, INSTALLING, OBTAINING A LICENSE KEY FOR, OR OTHERWISE ACCESSING OR USING THE SOFTWARE. BY DOWNLOADING, INSTALLING, OBTAINING A LICENSE KEY FOR, OR OTHERWISE ACCESSING OR USING THE SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND IT, AND THAT YOU ACCEPT AND AGREE TO BE BOUND BY ITS TERMS.

IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS DOING SO ON BEHALF OF A CORPORATION OR OTHER BUSINESS ENTITY, AN EDUCATIONAL INSTITUTION, OR AN AGENCY, INSTRUMENTALITY OR DEPARTMENT OF THE UNITED STATES OR ANY STATE OR FOREIGN GOVERNMENT (EACH AN “ENTITY”), THE ACCEPTING INDIVIDUAL REPRESENTS AND WARRANTS TO THE COMPANY THAT HE OR SHE IS AN AUTHORIZED REPRESENTATIVE OF SUCH ENTITY AND HAS FULL LEGAL POWER AND AUTHORITY TO BIND SUCH ENTITY TO THE TERMS OF THIS AGREEMENT; AND IN SUCH CASE REFERENCES HEREIN TO “YOU” OR “LICENSEE” REFER BOTH AND INTERCHANGEABLY TO THE ACCEPTING INDIVIDUAL AND THE ENTITY ON WHOSE BEHALF SUCH PERSON IS ACTING.

1. DEFINED TERMS. As used in this Agreement, the following capitalized terms not elsewhere defined have the following meanings:

“Affiliate” means any corporation, limited liability company or other business entity under common control with Licensee or that controls or is controlled by Licensee. For purposes of this definition, the term “control” means the power to direct the management or affairs of another, whether through the ownership of stock, by contract or otherwise.

“Authorized Device” means a computer, server or virtual (or otherwise emulated) hardware system owned or controlled by Licensee or by a third-party client of Licensee in the ordinary course of business.

“License” means Licensee’s right to install and use the Software pursuant to Section 2 of this Agreement.

“Order” means any purchase order or other written or electronic acknowledgement or confirmation documenting your purchase of a License from the Company or an authorized reseller of the Company, together with any related quote of the Company or such reseller, as the case may be.

“Software” means the object code version of the proprietary software application of the Company known generally as ConnectALL and in general release on the Effective Date, as the same may be modified by Updates released during the Term.



“Third-Party Instance” means an instance of a Third-Party Program

“Third-Party Program” means a third-party software application (other than system software) used by Licensee or an Affiliate for the development and life-cycle management of software or for any other lawful purpose.

“Update” means any upgrade or modified version of the Software or Software patch released by the Company and made generally available to end users from time to time.

## 2. LICENSE

- a. Upon the terms and subject to the conditions of this Agreement, the Company grants to you a non-exclusive, non-transferable license to (i) load the Software into the temporary or permanent memory of one Authorized Device and (ii) activate and use a single instance of the Software on such device solely in order to connect the Third-Party Instances identified in the Order (the “Designated Instances”). If Licensee wishes to use the Software to connect Third-Party Instances other than or in addition to the Designated Instances, to use multiple instances of the Software, or to install the Software on more than one Authorized Device, Licensee must purchase additional license keys from the Company. Loading the Software on a network server solely for distribution to Authorized Devices within your network is permitted under this Agreement, but you must have a valid license key for each installed instance of the Software. As used in this paragraph, the term “connect” means the bi-directional utilization of the Software to synchronize data shared across disparate Programs such that all users see the same data regardless of the product they use.
  - b. If you obtained a free trial or evaluation version of the Software from the Company or an authorized reseller of the Software, the Software will come with a trial activation key that activates the Software for fourteen (14) days or other limited period of time (the “Trial Period”). In such case, you may use the Software during and only during the Trial Period for internal noncommercial purposes and in a non-production environment solely to evaluate the suitability of the Software for your needs. You have no right or license to use the Software after the Trial Period unless you purchase a license key.
3. TERM. The term of this License is the term, period of performance or subscription period stated in the Order (the “Term”). The Term shall commence on the date the Company generates a license key for the Software pursuant to this Agreement (the “Effective Date”). If Licensee wishes to continue to use the Software after the Term expires, Licensee must re-license the Software pursuant to a new Order and subject to the terms and conditions of the End User License Agreement for the Software then in effect. Licensee acknowledges that its copy of the Software contains license protection mechanisms that will render the Software inoperative automatically when the Term expires.



4. LICENSE FEE. In consideration of the License, Licensee shall pay to the Company or its authorized reseller, as the case may be, the aggregate amount of all fees stated in the Order (“License Fees”). Except as otherwise provided in Section 11, all License Fees are non-refundable.
5. UPDATES. The Company will make available to Licensee via electronic download any Updates released during the Term.
6. SUPPORT LEVELS. The Company will provide online technical support in accordance with its then current support policy for the Software published at [www.connectall.com/sla](http://www.connectall.com/sla), the terms and conditions of which are incorporated by reference.
7. RESTRICTIONS. Licensee shall not (i) adapt, alter, create derivative works based on, modify, or translate the Software, in whole or in part; (ii) sell, assign, lease, market, rent, sublicense, or otherwise grant rights to the Software, in whole or in part, to any third party in any form; (iii) make or distribute copies of the Software, or make Software available for usage or inspection, except as otherwise expressly permitted hereby; (iv) obscure, remove or alter any of the trademarks, trade names, logos, patent or copyright notices or markings incorporate in the Software or its labeling or packaging; (v) add any other notices or markings to the Software or its labeling or packaging; or (vi) reverse engineer, decompile or disassemble any component of the Software or otherwise obtain or attempt to obtain or derive the source code of the Software. The License granted hereby does not include the right to sublicense the Software to others.
8. DISCLAIMER. THE SOFTWARE IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF PERFORMANCE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY DISCLAIMED. THE SOFTWARE IS PROVIDED WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH LICENSEE. THERE IS NO WARRANTY AGAINST INTERFERENCE WITH LICENSEE’S USE OR ENJOYMENT OF THE SOFTWARE OR AGAINST INFRINGEMENT.
9. CONFIDENTIALITY
  - a. As used in this Agreement, the term “Confidential Information” means, with respect to information disclosed by one party (hereafter, the “Disclosing Party”) to the other party (hereafter, the “Receiving Party”), any and all information of every kind and description relating to or concerning the Disclosing Party or its Affiliates marked “confidential” or “proprietary” or that a reasonable businessperson would understand to be of a confidential or proprietary nature under circumstances of disclosure or to give the Disclosing Party a competitive business advantage by reason of such information not being generally known, including but not limited to technical information; market, product and service offerings; data, code, know how, and trade secrets; and financial information, marketing plans, business opportunities, and actual or prospective and other third-party business relationships. Notwithstanding the foregoing, information relating to or concerning a Disclosing Party shall not be deemed Confidential Information for



purposes of this Agreement if (i) such information becomes publicly known after disclosure to the Receiving Party through no act or neglect of the Receiving Party in violation of this Agreement, (ii) such information that was already known or subsequently becomes available to the Receiving Party or its Representatives as a result of disclosure by a third party not under duty of confidentiality to the Disclosing Party, or (iii) such information was independently developed by the Receiving Party or its Representatives without reliance on or use of Confidential Information of the Disclosing Party.

- b. The Receiving Party shall hold in strict confidence and shall not disclose or communicate to any other person Confidential Information of the Disclosing Party furnished or made available to the Receiving Party, whether before or after the Effective Date. The Receiving Party shall use Confidential Information of the Disclosing Party solely in connection with performing and carrying out the intent of this Agreement and for no other purpose. The Receiving Party shall protect Confidential Information of the Disclosing Party from unauthorized disclosure contrary to this section using the same degree of care the Receiving Party uses to protect its own confidential and proprietary information but no less than a reasonable degree of care.
- c. Notwithstanding the foregoing:
  - i. The Receiving Party may disclose Confidential Information of the Disclosing Party to such directors, officers and responsible employees and to such outside financial, legal and tax advisors and consultants of the Receiving Party or any of its Affiliates (each a “Representative”) as have reasonable need for such information in connection with this Agreement, provided that each Representative to whom Confidential Information of the Disclosing Party is disclosed (i) has been informed of the confidentiality of the such information and (ii) is obligated by reason of a written agreement, conditions of employment, professional ethics or operation of law to maintain and hold in confidence Confidential Information of the Disclosing Party to the same extent required of the Receiving Party under this Agreement. The Receiving Party shall be responsible for, and shall indemnify the Disclosing Party against losses sustained by the Disclosing Party as a result of, any unauthorized disclosure of Confidential Information by its Representatives or any of them contrary to the terms of this Agreement.
  - ii. The Company may collect and track technical and related information about Licensee and its use of the Software (including but not limited to Licensee’s internet protocol address, hardware identifying information, operating system, application software, peripheral hardware, and Software usage statistics) in order to assist the Company with maintaining and improving the Software, issuing Updates and related support, marketing, and research and development
- d. At the written request of the Disclosing Party, the Receiving Party will promptly return to the Disclosing Party or delete or destroy, as the Disclosing Party may direct and as the context may require, all printed materials and digital files containing Confidential Information of the Disclosing Party then in the possession or control of the Receiving Party or any of its Representatives, including but not limited to information stored on hard drives, in computer memory, on remote servers, and any other data storage

apparatus or depository. With respect to digital files and other information stored electronically, it is understood that deletion of such files from e-mail inboxes and working hard drives and servers shall suffice for destruction in accordance with this section, there being no need to erase system back-up files.

- e. The Receiving Party acknowledges that Confidential Information of the Disclosing Party is unique and valuable to the Disclosing Party and that monetary damages may not be a sufficient remedy for unauthorized disclosure of such information contrary to this agreement. Accordingly, in addition to and without limiting any other remedy available at law or in equity, the Disclosing Party shall be entitled to seek specific performance and injunctive and equitable relief as a remedy for any breach or threatened breach of this section by the Receiving Party or any of its Representatives.
  - f. In the event the Receiving Party or any of its Representatives is required by law, regulation or court order to disclose Confidential Information of the Disclosing Party, the Receiving Party will, to the extent permitted by law and reasonably practicable, promptly notify the Disclosing Party in writing prior to such disclosure in order to give the Disclosing Party an opportunity to petition the court or other authority for a protective order or similar remedy. The Receiving Party agrees to reasonably cooperate with the Disclosing Party, at the Disclosing Party's cost, in connection with any such petition.
  - g. The Disclosing Party's failure to exercise or delay in exercising any right, power or privilege of the Disclosing Party under this agreement shall not operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege of the Disclosing Party under this agreement preclude any other or further exercise thereof by the Disclosing Party or the Disclosing Party's exercise of any other right, power or privilege. No provision or breach of this agreement shall be deemed waived by the Disclosing Party unless the Disclosing Party acknowledges and consents to such waiver in writing.
  - h. The provisions of this section and the parties' respective obligations hereunder shall survive the expiration of the Term indefinitely.
10. INTELLECTUAL PROPERTY. Licensee acknowledges that the Software and all Intellectual Property Rights associated therewith are and shall remain the exclusive property of the Company and its third-party licensors. All rights in and to the Software not granted to Licensee under this Agreement are hereby reserved.
11. INFRINGEMENT INDEMNITY
- a. The Company will indemnify, defend and hold harmless Licensee from and against any and all demands, actions, proceedings, suits, liabilities, judgments, settlements and costs and expenses (including, without limitation, reasonable attorneys' fees and expenses, statutory penalties, fines and court costs) asserted or brought against or suffered or incurred by Licensee on account of any third-party claim that the Software, if used within the scope of the License granted under this Agreement, infringes any registered United States, European Union or Commonwealth patent or copyright or any other intellectual property right of the claimant.

- b. The foregoing indemnity is subject to the following conditions.
    - i. Licensee shall notify the Company in writing promptly upon learning of any claim, action or demand indemnifiable and for which Licensee seeks indemnification under the provisions of this section (any “Claim”), but Licensee’s failure to give or delay in giving notice of a Claim shall not affect or diminish the Company’s obligations under this section unless and to the extent the Company’s defense of the Claim is materially prejudiced by such failure or delay.
    - ii. Licensee shall not admit any liability whatsoever with respect to the Claim, whether to the claimant or to any other person.
    - iii. The Company shall have sole control over the investigation and defense of the Claim using counsel of its choosing and sole authority to authorize any settlement thereof. Licensee shall promptly and fully cooperate with the Company in such defense, including by making available such books and records and such resources and time of knowledgeable representatives of Licensee as the Company or its counsel may reasonably request.
    - iv. Notwithstanding the foregoing, (A) Licensee at its expense may participate in the defense of the Claim with counsel of Licensee’s choosing, provided such participation does not conflict or interfere with the Company’s defense of the Claim; and (B) no settlement of a Claim requiring or conditioned upon an admission of guilt or liability by Licensee may entered into without Licensee’s joinder or written consent.
  - c. If the Software becomes or in the opinion of the Company may become the subject of a claim of infringement subject to indemnification under this section, then in lieu of settling the claim the Company may in its sole discretion (i) procure for Licensee the right to use the Software free of any liability; (ii) replace or modify the Software to make it non-infringing; or (iii) cancel this Agreement and refund any prepaid License Fees allocable to the remaining balance of the Term.
  - d. The foregoing provisions state the entire liability of the Company and the exclusive remedies of Licensee in connection with any third-party claim or potential claim of infringement related to the Software or Licensee’s use thereof.
  - e. Any provision of this section to the contrary notwithstanding, the Company assumes no liability hereunder for and shall have no obligation to defend or indemnify Licensee in connection with any claim of infringement based upon Licensee’s use of the Software in combination with any third-party program or application not approved by the Company for such use.
12. **PUBLICITY.** The Company may publicly identify Licensee as a customer of the Company and user of the Software on its website and in marketing and promotional materials unless and until Licensee submits a written request to the Company to opt out of such identification, which request (if any) shall be submitted to the Company via email to [marketing@connectall.com](mailto:marketing@connectall.com). The Company will remove any reference to





Licensee from promotional material within thirty (30) days following its receipt of any such request.

13. **TAXES AND DUTIES.** The fees hereunder do not include, and Licensee shall be solely responsible for, sales and use taxes and any other taxes and duties if applicable in respect of the License. If the Company is or becomes obligated to collect any tax or duty for which Licensee are responsible, Licensee shall pay to the Company the amount of such tax or duty in addition to the underlying fee.
14. **RESELLER TERMS.** If you purchase a license key through an authorized reseller and not from the Company directly, you may be subject to additional terms and conditions imposed by the reseller in connection with your purchase, but the terms of this Agreement shall govern your use of the Software regardless of any contrary reseller terms.
15. **TERMINATION.** Either party may cancel this Agreement and terminate the License upon not less than ten (10) business days' prior written or electronic notice to the other party if the other party breaches a material provision of this Agreement and such breach, if capable of being cured, is not cured to the reasonable satisfaction of the non-breaching party by the termination date specified in such notice. A notice of termination under this section shall specify the nature of the breach with reasonable particularity in order to allow the breaching party an opportunity to cure it. Upon termination of the License pursuant to this section, Licensee will delete the Software from its system as applicable and destroy any archival, backup or recovery copies of the Software.
16. **LIMITATION OF LIABILITY.** NEITHER PARTY (THE "BREACHING PARTY") SHALL HAVE ANY LIABILITY TO THE OTHER PARTY (THE "INJURED PARTY") FOR (I) ANY LOSS OF USE, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) ARISING OUT OF ANY BREACH OR NONPERFORMANCE OF THIS AGREEMENT BY THE BREACHING PARTY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT SOFTWARE LIABILITY OR OTHERWISE, EVEN IF THE INJURED PARTY HAS ADVISED THE BREACHING PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR (II) COSTS OR DAMAGES RESULTING IN WHOLE OR IN PART FROM A CAUSE NOT WITHIN THE REASONABLE CONTROL OF THE BREACHING PARTY, INCLUDING WITHOUT LIMITATION ANY INTERRUPTION OF INTERNET CONNECTIVITY OR FAILURE OF A SERVER OR OTHER COMPUTER HARDWARE OR EQUIPMENT THAT, BY ITS NATURE, IS NOT FAULT TOLERANT. EXCEPT FOR THE COMPANY'S OBLIGATIONS UNDER SECTION 11 (INFRINGEMENT INDEMNITY), THE MAXIMUM LIABILITY OF THE COMPANY FOR CLAIMS ARISING OUT OF THIS AGREEMENT OR LICENSEE'S INSTALLATION OR USE OF THE SOFTWARE (INCLUDING CLAIMS ARISING FROM ANY CRASH, INTERRUPTION OR FAILURE OF THE SOFTWARE) SHALL NOT EXCEED THE AGGREGATE AMOUNT OF ALL LICENSE FEES ACTUALLY PAID BY LICENSEE FOR USE OF THE SOFTWARE DURING THE TERM.



17. **LIABILITY OF AFFILIATES.** To the extent an Affiliate elects to use the Software, the obligations of Licensee under this Agreement shall be binding upon such Affiliate by virtue and as a condition of such use. Licensee shall indemnify, defend and hold harmless the Company from and against any and all loss, cost, liability or expense (including but not limited to reasonable attorneys' fees and court costs) arising out of or resulting from any breach of such obligations by an Affiliate.
18. **TRADEMARK.** ConnectALL® is a registered trademark of the Company. No right, license, or interest to such trademark is granted hereunder, and Licensee agrees that no such right, license, or interest shall be asserted by Licensee with respect to such trademark.
19. **ORDER OF PRECEDENCE.** The terms, conditions, and limitations of this Agreement shall apply to all purchases of the Software and any ancillary support services. In the event of any conflict between this Agreement and an Order you place with us, the terms of this Agreement shall control.
20. **MISCELLANEOUS.**
  - a. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. All prior agreements or discussions between the parties relating to such subject matter, whether written or oral, are hereby terminated and/or superseded by this Agreement. Licensee acknowledges that the Company has made no warranties, representations, covenants or agreements with respect to the Software other than those expressly set forth herein.
  - b. This Agreement may not be modified or amended except pursuant to a written instrument that expressly refers to this Agreement; states that it is intended to be a modification or amendment, as the case may be; and is signed by both parties in the case of a modification or amendment. No course of conduct or dealing between the parties and no custom or trade usage shall be relied upon or construed or operate to vary the stated terms of this Agreement. The most recent version of this Agreement in effect at the time of the purchase of a License shall apply to that License even if a renewal of an existing License.
  - c. Licensee may not assign this Agreement or any of its rights hereunder without the prior written consent of the Company, which consent may be withheld or conditioned in the Company's sole and absolute discretion. If Licensee is a legal entity, any merger or consolidation of Licensee with or into another legal entity or any sale, transfer or issuance of voting securities or other equity resulting in a change in control of Licensee shall constitute an assignment of this Agreement for purposes of this paragraph.
  - d. A party's failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No term or provision of this Agreement shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party to be charged with such waiver or consent.





- e. This Agreement shall be deemed to have been made in the State of California and shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of California and the federal laws of the United States of America. The state courts of the State of California and the federal courts located in such state shall have exclusive jurisdiction over any action or proceeding to enforce or otherwise arising out of or relating to this Agreement. Each party knowingly and voluntarily waives any right such party may have to contest the jurisdiction or venue of such courts on the ground of forum non conveniens, lack of personal jurisdiction, or otherwise and any right such party may otherwise have to commence such action or proceeding in another court of competent jurisdiction.
- f. The provisions of this Agreement shall be deemed severable such that, if any provision or distinguishable portion of any provision is determined by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the validity and enforceability of the other provisions.

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