END USER LICENSE AGREEMENT

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This agreement is between Numonix, LLC a Delaware limited liability company (**Numonix**) and the customer entering into this agreement (**Customer**). The Numonix software, updates, documentation and license keys provided to Customer (**Software**) are licensed and are not sold. Consulting services may also be performed by Numonix under the terms of this agreement and a statement of work.

1. **SCOPE**. This agreement governs the use of Software license, updates, upgrades, bug fixes, support services and implementation/consulting services on Numonix software. Customer may authorize a third party contractor or Affiliate to use and access the Software under the terms of this agreement, and Customer is responsible for their compliance with the terms of this agreement. **Affiliate** *means* any company controlled by or under common control with Customer, directly or indirectly, with an ownership interest of at least 50%.

2. **TRIAL.** If Customer has not purchased a license to the Software for a fee, then Customer only has an evaluation license for the period specified by Numonix. The Software is provided AS IS, with no warranty during this time period.

3. **LICENSE**. Subject to the other terms of this agreement, Numonix grants Customer, under an order, a perpetual (unless a limited duration license is specified in the order) non-exclusive, non-transferable license up to the license capacity purchased to use the Software in its internal operations.

4. **RESTRICTIONS.** Customer may not:

   a. Transfer, assign, or sublicense the Software;
   b. Reverse engineer, decompile, disassemble, or translate the Software; or
   c. Evaluate the Software for the purpose of competing with Numonix.

5. **PAYMENT**. Customer will pay Numonix or its authorized Numonix reseller or distributor all fees due on receipt of an invoice in USD, plus applicable sales, use, withholding and other similar taxes.

6. **PROPRIETARY RIGHTS AND MUTUAL CONFIDENTIALITY**.

   a. **Proprietary Rights.** The Software, workflow processes, user interface, designs, all features, know-how and other technologies provided by Numonix as part of the Software are the proprietary property of Numonix and its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with Numonix and its licensors. The Software is protected by copyright and other intellectual property laws. Customer may not remove any product identification, copyright, trademark or other notice from the Software. Numonix reserves all rights not expressly granted.

   b. **Mutual Confidentiality**. Recipient may not disclose Confidential Information of Discloser to any third party or use the Confidential Information in violation of this agreement.

      Confidential Information *means* all information that is disclosed to the recipient (**Recipient**) by the discloser (**Discloser**), and includes, among other things:
      - any and all information relating to products or services provided by a Discloser, software code, flow charts, techniques, specifications, development and marketing plans, strategies, and forecasts;
      - as to Numonix the Software and the terms of this agreement, including without limitation, all pricing information.

      Confidential Information *excludes* information that:
      - was rightfully in Recipient's possession without any obligation of confidentiality before receipt from the Discloser;
      - is or becomes a matter of public knowledge through no fault of Recipient;
      - is rightfully received by Recipient from a third party without violation of a duty of confidentiality; or
      - is independently developed by or for Recipient without use or access to the Confidential Information.

      Recipient may disclose Confidential Information if required by law, but it will attempt to provide notice to the Discloser in advance so it may seek a protective order. Each party acknowledges that any misuse of the other party's Confidential Information may cause irreparable harm for which there is no adequate remedy at law. Either party may seek immediate injunctive relief in such event.

7. **WARRANTY, REMEDY and DISCLAIMER.** For new license purchases, Numonix warrants that the Software will perform in substantial accordance with its accompanying product documentation for a period of 90 days from the date of the order. This warranty will not apply to any problems caused by software not licensed to Customer by Numonix, use other than in accordance with the technical documentation, or misuse of the Software. The warranty only covers problems reported to Numonix during the warranty period or 30 days after. Customer will cooperate with Numonix in resolving any warranty claim.

    A. **EXCLUSIVE REMEDY AND SOLE LIABILITY**. Numonix will use commercially reasonable efforts to remedy covered warranty claims within a reasonable period of time or replace the Software, or if Numonix cannot do so it will refund to Customer the license fee paid. **THIS REMEDY IS CUSTOMER'S EXCLUSIVE REMEDY, AND NUMONIX'S SOLE LIABILITY FOR THESE WARRANTY CLAIMS.**

    b. **LEGAL DISCLAIMER. THE SOFTWARE MAY ONLY BE USED IN ACCORDANCE WITH APPLICABLE LAWS (INCLUDING WITHOUT LIMITATION, REGARDING RECORDING AND STORING OF TELEPHONE CONVERSATIONS). CUSTOMER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS USE OF THE SOFTWARE ARE IN ACCORDANCE WITH ALL APPLICABLE LAWS.**

    C. **GENERAL DISCLAIMER**. **NUMONIX DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER UNDERSTANDS THAT THE SOFTWARE MAY NOT BE ERROR FREE, AND USE MAY BE INTERRUPTED.**

8. **TERMINATION**. This agreement expires at the end of the license period specified in the accompanying order. Either party may terminate this agreement upon a material breach of the other party after a 30 days' notice/cure period, if the breach is not cured during such time period. Upon termination of this agreement or a license, Customer must discontinue using the Software, de-install and destroy or return the Software and all copies, within 5 days. Upon Numonix' request, Customer will provide written certification of such compliance.

9. **TECHNICAL SUPPORT**. Software license fees exclude technical support and maintenance services (**Support**). Numonix software support may be purchased separately from Numonix or an authorized Numonix reseller or distributor at then current rates. Support is provided under the Support policies then in effect. Numonix may change its Support terms, but Support will not materially degrade during any Support term. More details on Support are located at http://www.numonixrecording.com , which is incorporated into this agreement for all purposes.

10. **LIMIT ON LIABILITY**. **There may be situations in which (as a result of material breach or other liability) Customer is entitled to make a claim against Numonix. In each situation (regardless of the form of the legal action (e.g. contract or tort claims)), Numonix is not responsible for any damage and does not have any liability beyond the greater of the amount paid or payable by Customer to Numonix within the 12 months prior to the event that gave rise to the claim. Even if it knows of the possibility of such damage or liability, in no circumstance is Numonix responsible for any: loss of, or damage to, data or information; lost profits, revenue, or productivity; or other special, consequential, incidental or indirect damages.**

11. **DEFENSE OF THIRD PARTY CLAIMS.** Numonix will defend or settle any third party claim against Customer to the extent that such claim alleges that the Software violates a copyright, patent, trademark or other intellectual property right, if Customer, promptly notifies Numonix of the claim in writing, cooperates with Numonix in the defense, and allows Numonix to solely control the defense or settlement of the claim. *Costs*. Numonix will pay infringement claim defense costs incurred as part of its obligations above, and Numonix negotiated settlement amounts, and court awarded damages. *Process*. If such a claim appears likely, then Numonix may modify the Software, procure the necessary rights, or replace it with the functional equivalent. If Numonix determines that none of these are reasonably available, then Numonix may terminate the Software and refund (as applicable) any prepaid and unused fees service fees and the license fee for perpetual licenses (amortized over a 5-year period from the date of the order). *Exclusions.* Numonix has no obligation for any claim arising from: Numonix' compliance with Customer's specifications; A combination of the Software with other technology where the infringement would not occur but for the combination; or Technology not provided by Numonix. THIS SECTION CONTAINS CUSTOMER'S EXCLUSIVE REMEDIES AND NUMONIX'S SOLE LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.

12. **GOVERNING LAW AND ARBITRATION. This Agreement is governed by the laws of Florida, without regard to conflict of laws principles. Any dispute between customer and Numonix arising out of or related to this Agreement must be determined by binding arbitration in Palm Beach County, Florida, US, under the then current commercial or international rules of The International Centre For Dispute Resolution. The decisions of the arbitrators may be entered in any court of competent jurisdiction. Nothing in this Agreement prevents either party from seeking injunctive relief in any court of competent jurisdiction. The prevailing party in any arbitration or litigation is entitled to recover its attorneys' fees and costs from the other party.**

13. **OTHER TERMS**.

    a. **Enforceability**. If any term of this agreement is invalid or unenforceable, the other terms remain in effect.
    b. **Entire Agreement.** This agreement and the order constitute the entire agreement between the parties and supersede any prior or contemporaneous negotiations or agreements, whether oral or written, related to this subject matter. Customer is not relying on any

representation concerning this subject matter, oral or written, not included in this agreement. No representation, promise or inducement not included in this agreement is binding.

c. **Export Compliance.** Customer must comply with all applicable export control laws of the United States, foreign jurisdictions and other applicable laws and regulations.

d. **Feedback**. By submitting ideas, suggestions or feedback to Numonix regarding the Software, Customer agrees that such items submitted do not contain confidential or proprietary information; and Customer hereby grants Numonix an irrevocable, unlimited, royalty-free and fully-paid perpetual license to use such items for any business purpose.

e. **Independent Contractors.** The parties are independent contractors with respect to each other.

f. **Modification Only in Writing**. No modification or waiver of any term of this agreement is effective unless signed by both parties.

g. **No PO Terms.** Numonix rejects additional or conflicting terms of a Customer's form-purchasing document.

h. **Non-Assignment.** Unless otherwise provided by local law, neither party may assign or transfer this agreement to a third party, nor delegate any duty, except that the agreement and all orders may be assigned, without the consent of the other party, as part of a merger, or sale of all or substantially all of the business or assets, of a party.

i. **Survival of Terms and Force Majeure**. All terms that by their nature survive termination of this agreement for each party to receive the benefits and protections of this agreement, will survive. Neither party is liable for events beyond its reasonable control, including, without limitation force majeure events.