RMS Software Deployment Tool END USER LICENSE AGREEMENT

IMPORTANT-READ CAREFULLY:

This End-User License Agreement ("Agreement") is a legal contract between you (either (a) an individual user or (b) a business organization ("Licensee") and Licensor (as designated below) for Licensor's Software, as identified on a quote or license certificate, including any associated libraries (the "Software"), and any media, printed materials and electronic documentation. The Software may include one or more product modules that are not necessarily included in the standard scope of delivery, but which can be optionally ordered by licensor. If one or more of these product modules are part of delivery, its use is licensed under this agreement.

By clicking on the "I ACCEPT" button, by opening the package that contains the Software, or by copying, downloading, accessing, or otherwise using the Software, Licensee agrees to be bound by the terms of this Agreement and Licensee represents that Licensee is authorized to enter into this Agreement on behalf of Licensee's corporate entity (if applicable). If Licensee does not wish to be bound by the terms of this Agreement, click the "I DO NOT ACCEPT" button, and/or do not install, access or use the Software.

As used herein, for users in Europe, "Licensor" means Raynet GMBH, a company organized under the laws of the Federal Republic of Germany ("Licensor"); for users in all other non-European countries, "Licensor" means Raynet Inc., with its principal place of business located at 10 North Martingale Road, Suite 400, Schaumburg, IL 60173, United States of America.

EVALUATION SOFTWARE

If Licensee has received the Software for purposes of evaluation, regardless of how labeled, the use of the Software is limited to a specified period of time, as detailed in the email accompanying the download instructions (the "Evaluation Period") and all use will be governed by the terms set forth below. In the absence of a defined period of time for the evaluation, the Evaluation Period shall be thirty (30) days.

- 1. Grant of License. Licensor grants Licensee a limited, personal, internal use, non-exclusive, non-transferable license to use the Software solely to evaluate its suitability for Licensee's internal business requirements during the Evaluation Period. This license may be terminated by Licensor at any time upon notice to Licensee and will automatically terminate, without notice, upon the first to occur of the following: (a) the completion of Licensee's evaluation of the Software or (b) the expiration of the Evaluation Period.
- **2. Limited Use Software.** Any portion of the full-use version of the Software may be withheld or unusable and use of the Software may require accessing portions of the Software remotely through the Internet. Full use of the Software may be restricted by technological protections.
- **3. Disclaimer of Warranty.** The Software is provided only for evaluation purposes. Licensor expressly disclaims all warranties, including that the Software can be protected by copyright, that it is correct and without defects, that the technical information is complete or the usefulness of the Software for the intended purpose or for any other purpose.
- **4. Limitation of Liability.** Licensor's liability for any damages is limited to malicious intent and gross negligence, including lost profits, lost data or other indirect or subsequent damage arising from the use of the Software or non-use of the Software or the supplied data.

SOFTWARE-TRIALS

If Licensee has received new and/or extended features of the Software for purposes of getting acquainted with it and giving it a trial, regardless of how labeled, the use of the Software is limited to a period of 90 calendar days, and all use will be governed by the terms set forth below. After the period of 90 calendar days the new and/or extended features of the software must not longer be used. New and/or extended features are listed as "Preview" within the release documentation.

- 1. Grant of License. Licensor grants Licensee a limited, personal, internal use, non-exclusive, non-transferable license to use the Software solely to evaluate its suitability for Licensee's internal business requirements during the period of 90 calendar days. This license may be terminated by Licensor at any time upon notice to Licensee and will automatically terminate, without notice, upon the first to occur of the following: (a) the completion of Licensee's evaluation of the Software or (b) the expiration of 90 calendar days.
- **2. Limited Use Software.** Any portion of the full-use version of the Software may be withheld or unusable and use of the Software may require accessing portions of the Software remotely through the Internet. Full use of the Software may be restricted by technological protections.
- **3. Disclaimer of Warranty.** The Software is provided only for evaluation purposes. Licensor expressly disclaims all warranties, including that the Software can be protected by copyright, that it is correct and without defects, that the technical information is complete or the usefulness of the Software for the intended purpose or for any other purpose.
- **4. Limitation of Liability.** Licensor's liability for any damages is limited to malicious intent and gross negligence, including lost profits, lost data or other indirect or subsequent damage arising from the use of the Software or non-use of the Software or the supplied data.

SOFTWARE LICENSE

- **1. Grant of License.** Upon Licensee's payment of the fees shown on the invoice and acceptance of this Agreement, Licensor grants Licensee a limited, personal, non-exclusive license to install and use the Software on the terms and conditions outlined below.
- 2. Scope of License. Licensee may use the elements of the Software licensed on or for the number of Managed Devices, as further specified on the quote or license certificate for the Software. Licensee may transfer the license from one device to another only upon retirement of the first device. As used herein, "Managed Device" means any physical or virtual device for which any Management Function is performed, including but not limited to virtual machines, standalone computers, networked computers, computer servers, and handheld computing devices that Software operates with or executes on. A "Management Function" is any function performed by the Software for a device, including but not limited to any of (i) delivering, installing, migrating, updating or repairing any computer program or data file; or (ii) monitoring, tracking, or reporting on the status or history of any software or hardware components; or (iii) license entitlement tracking, license re-harvesting, license optimization, and license retirement.

The software may include distributions of Open Source and/or VMware products. Licensee may use elements of that software within the current License Agreement. Any further use is beyond Licensors control. In this case Licensor is not liable for content, links, modifications or updates of the websites.

3. Restrictions on Use of Software. Licensee may not (a) make the Software available for use by others in any service bureau or similar arrangement; (b) distribute, sublicense, transfer, or lend the Software to any third party; or (c) disassemble or reverse engineer (except in European Union countries, to the extent allowed by law) the Software. Licensee may copy the Software solely for backup/archival purposes, provided that Licensee includes all copyright and similar rights notices. Licensor (or its licensor) retains all right, title, and interest in the Software (and in all copies). Unauthorized copying and modification of the Software is not permitted.

Licensee acknowledges that the Software may contain license management functionality, including but not limited to node-locking, user counting, expiring licenses, silent activations (with or without user

intervention) and the like. Licensor asserts that its use of such license management functionality is generally limited to ensuring adherence to its license agreements/models and not generally for purposes of "self-help."

The Software contains the User State Migration Tool ("USMT"). USMT is a copyrighted component licensed from Microsoft. Licensee's use of this component requires Licensee to have a validly licensed copy of the underlying Windows operating system.

4. Payment Terms/Shipments. For Licensees in Europe, all fees are in non-refundable Euros. For Licensees in all other countries, all fees are in non-refundable US Dollars.

Fees are due within 30 calendar days of the date of the invoice. If Licensee has ordered Maintenance services Licensee may renew the applicable services for the Software for the next annual period for the amount specified on the original invoice for the Software. The software will be delivered electronically. Any physical shipments of media will be FOB Origin.

- **5. Taxes.** All fees are exclusive of taxes. If Licensor is required to pay any sales, use, GST, VAT, or other taxes in connection with Licensee's order, other than taxes based on Licensor's income, such taxes will be billed to and paid by Licensee.
- Licensee will make all payments of fees to Licensor free and clear of, and without reduction for, any withholding taxes; any such taxes imposed on payments of fees to Licensor will be Licensee's sole responsibility and consequently the amount of such fees will be increased such that the net fee received by Licensor will be the same as if such withholding taxes were not imposed, and Licensee will provide Licensor with official receipts issued by the appropriate taxing authority, or such other evidence as the Licensor may reasonably request, to establish that such taxes have been paid.
- **6. Records/Audits.** Licensee will maintain accurate books and records relating to its performance of obligations under this agreement. This obligation will be valid during the term of this agreement and for a period of one (1) year after termination of this agreement. Further, during the term of this agreement and for two (2) years thereafter, Licensor may, upon five (5) business days advance written notice to Licensee, audit Licensee for the purpose of verifying Licensee's compliance with this agreement and correctness of the accounting. Licensor shall have the right to inspect the books of Licensee by an independent accountant. The inspection of the books can be done during normal business hours, upon reasonable notice, and not more frequently than semi-annually.
- **7. Termination.** Licensee's license may be terminated by Licensor if (a) Licensee fails to make payment and/or (b) Licensee fails to comply with the terms of this Agreement within ten (10) days after receipt of written notice of such failure. In the event of termination, Licensee must cease using the Software, destroy all copies of the Software (including copies in storage media) and certify such destruction to Licensor. This requirement applies to all copies in any form, partial or complete. Upon the effective date of any termination, Licensee relinquishes all rights granted under this Agreement.
- **8. Limited Warranty and Disclaimer of Warranty.** Licensor warrants that the Software, as provided, will substantially perform the functions described in the documentation when operated in the intended environment for a period of ninety (90) days from the date of delivery (the "Warranty Period").

Licensor expressly disclaims all warranties, including that the Software can be protected by copyright, that it is correct and without defects, that the technical information is complete or the usefulness of the Software for the intended purpose or for any other purpose.

The Software is neither designed nor intended for use in a situation where the Software's failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("high risk use"). Licensee is not licensed to use the Software in, or in conjunction with, high risk use. High risk use includes, for example: aircraft or other methods of human mass transportation, nuclear or chemical facilities, and Class III medical devices under the U.S. Food, Drug, and Cosmetic Act.

9. Limitation of Remedy and Liability. During the Warranty Period, in the event of any breach of the warranty, Licensor's (and its suppliers), entire liability and Licensee's exclusive remedy will be, at Licensor's option, to either repair or replace the defective Software.

Licensor's liability for any damages is limited to malicious intent and gross negligence, including lost profits, lost data or other indirect or subsequent damage arising from the use of the Software or non-use of the Software or the supplied data.

Licensor's liability for damages hereunder shall in no event exceed the amount of license fees that licensee has paid.

For Users within Europe, the Middle East or Africa, No person who is not a party to this Agreement shall be entitled to enforce any terms of the same under the Contracts (Rights of Third Parties) Act

- 1999. Some jurisdictions do not allow the exclusion of certain warranties or the limitation of liability for incidental or consequential damages. Accordingly, some of the above limitations in section 4 and this section 5 may not apply to licensee.
- **10. Maintenance Services.** If ordered by Licensee and upon payment of the applicable fee, Licensee will be entitled to receive technical support services, including corrections, fixes, and enhancements to the Software that may be made generally available (the "maintenance services") from Licensor in accordance with Licensor's then-current maintenance terms for the applicable maintenance level purchased by Licensee. Maintenance services will not include any releases of the Software which Licensor determines to be a separate product or for which Licensor charges its customers extra or separately.
- **11. Relationship of Parties.** Licensee and Licensor are independent parties. Nothing in this Agreement shall be construed as making Licensee an employee, agent or legal representative of Licensor. There are no third-party beneficiaries of this Agreement.
- **12. Company Name.** Licensor may include Licensee's company name in a list of Licensor customers.
- **13. U.S. Government Restricted Rights.** The Software and documentation are provided as "Commercial Computer Software" or "restricted computer Software". Use, duplication, or disclosure by the U.S. Government or a U.S. Government subcontractor is subject to the restrictions set forth in 48.C.F.R. Section 12.212 or 48 C.F.R 227.2702, as applicable or successor provisions. The manufacturer expressly reserves the right to modify the Software. Subject to other provisions of equal or better quality, the U.S. Government does not acquire any rights to modify the Software without the written consent of the manufacturer. The manufacturer is Raynet GmbH, Technologiepark 20, 33100 Paderborn, Germany.
- 14. U.S. Export Restrictions. Licensee will fully comply with all relevant export laws and regulations, including but not limited to the U.S. Export Administration Regulations and Executive Orders ("Export Controls"). Licensee warrants that Licensee is not a person, company or destination restricted or prohibited by Export Controls ("Restricted Person"). Licensee will not, directly or indirectly, export, reexport, divert, or transfer the Software, any portion thereof or any materials, items or technology relating to Licensor's business or related technical data or any direct product thereof to any Restricted Person.
- **15. Controlling Law.** For all Licensees, this Agreement will be governed by the laws of the Federal Republic of Germany. Court of jurisdiction will be Paderborn, Germany. This Agreement is not subject to the United Nations Convention on Contracts for the Sale of Goods.
- **16. Entire Agreement.** This agreement constitutes the complete and entire understanding and agreement of all terms, conditions and representations between Licensee and Licensor with respect to the Software and may be modified only in writing by both parties.

If any provision of this agreement is found to be invalid, it will be enforced to the extent permissible and the remainder of this agreement will remain in full effect.

This agreement has been written in the English language and Licensee waives any rights Licensee may have under the law of Licensee's country or province to have this agreement written in any other language.