

End-User License Agreement

SAPIEN Technologies, Inc.

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Generally. The registered end-user of the Software (the "**Customer**") is hereby granted a single (or such greater number as is specified in writing by SAPIEN) **User License** for the Software. SAPIEN licenses its Software for use by a Customer whose installation is on an individual machine (an "**Individual**") as well as by a Customer whose installation is through a software distribution method (an "**Enterprise**"). For purposes of any User License granted to a Customer, a "**User**" is a person who is an Individual, or who is an employee or subcontractor of an Enterprise or an Individual. The terms of the license are different depending on the type of Customer, as detailed below:

Each User License entitles the Individual to install the Software into permanent memory on such number of computers or workstations, to a maximum of two (2), as are personally used by the designated User. The Software may not be used by anyone other than such designated User nor be "in use" on such number of computers or workstations, to a maximum of two (2), as are personally used by the designated User. Software is "in use" on a computer or workstation when it is loaded into temporary memory on such device. The Individual may designate a successor User for the User License, so long as the Software is deleted from all computers and workstations of the previous User prior to installation on the computers or workstations of such successor User. For multi-user licenses the concurrent use of licenses must not exceed the number specified in the purchasing agreement or as specified by the license key or other unlock mechanism.

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2. DELIVERY AND SOFTWARE SUBSCRIPTION KEYS.

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Separation of Components. The Software is licensed as a single product. The Customer may not rent or lease the Software, or any portion or component thereof. Included components

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If the Software is an upgrade of a SAPIEN product, then, subject to the second to last paragraph of Section 6 ("Order of Precedence"), this Agreement shall apply to the original product as well as the Software. If the Customer rightfully has or hereafter rightfully obtains any other SAPIEN software product which is not subject to a written license agreement with SAPIEN for such product, then the terms and conditions of this Agreement also shall apply to such software.

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If the Customer is an agency and/or instrumentality of the United States of America, all Software is provided subject to the restrictions applicable to other end-users in accordance with the terms of this Agreement and as provided in DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (Oct. 1988), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227-14 (Alt III), as applicable.

6. WARRANTIES AND LIMITATIONS ON LIABILITY.

SAPIEN warrants that, subject to the terms below, for a period of ninety (90) days from the date of the Customer's purchase of the Software from SAPIEN or its authorized distributor (the "Warranty Period") the Software will operate substantially in accordance with the specifications published by SAPIEN for such Software. SAPIEN does not warrant that the operation of the Software shall be uninterrupted or error free. If during the Warranty Period SAPIEN receives notice from the Customer that the Software does not operate substantially in accordance with such specifications, then SAPIEN shall use reasonable commercial efforts to repair or replace such Software. If SAPIEN is unable, within a reasonable time, to repair or replace the Software as specified above, the Customer shall be entitled to a refund of the purchase price upon return of the Software to the entity from which it was purchased. The foregoing warranty shall not apply to defects resulting from: (a) improper or inadequate maintenance by the Customer; (b) Customer supplied software or interfaces; (c) modification or misuse; or (d) operation outside of the environmental specifications for the Software.

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7. MISCELLANEOUS.

Choice of Law. If the Customer acquired the Software in the United States, this Agreement is governed by the laws of the State of California USA, without reference to its conflict of laws rules. If the Software was acquired outside the United States, then, to the extent permitted by applicable local law, this Agreement is governed by the laws of the State of California USA, without reference to its conflict of laws rules.

Severability. Any term of this Agreement which is held to be invalid by a court of applicable jurisdiction will be deleted, but the remainder of this Agreement will not be affected.

Jurisdiction. This Agreement shall be deemed to have been entered into in Napa , California , and the federal and state courts with jurisdiction in Napa , California , USA shall have exclusive jurisdiction for the submission of any claims or disputes arising out of this Agreement or in connection with the Software. The Customer and SAPIEN hereby consent to exclusive jurisdiction and venue in such courts with respect to any claims or disputes arising out of this Agreement or in connection with the Software.

Order of Precedence. If the Customer and SAPIEN have entered into a separate software license agreement with respect to this Software, then the provisions of such agreement shall take precedence over any contradictory provision contained in this Agreement.

Complete Agreement. Subject to the immediately preceding paragraph, this Agreement represents the complete agreement concerning the matters covered hereby. It may be amended only by a writing executed by the Customer and SAPIEN.