ZeeVee, Inc.
SOFTWARE LICENSE

IMPORTANT, READ CAREFULLY

This software license is a legal agreement between ZeeVee, Inc. (including its affiliates) ("ZeeVee") and Customer for, ZeeVee ZyPer Management Platform or Maestro Z software ("ZeeVee Software") and/or third-party software ("Third-Party Software") (hereinafter referred to collectively as "Software Product").

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If Customer does not agree to these terms and conditions, ZeeVee is unwilling to license the Software Product to Customer. In such event, Customer may not use or copy the Software Product, and Customer should promptly contact ZeeVee or its affiliate for instructions on the return of the Software Product for a refund in accordance with return policies.

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These terms grant Customer the following non-exclusive rights:

1.1 Software. Customer may install and use one copy of the Software Product on a hard drive or other storage device of a computer.

1.2 Component Separation. The Software Product is licensed as a single product. Software Product component parts may not be separated for use on more than a single computer.

1.3 Single Computer. The Software Product is licensed to a single computer as a single integrated product. The Software Product may only be used with that single computer.

1.4 Network Services. If the Software Product includes functionality that enables the computer to act as a network server, any number of computers or workstations may access or otherwise utilize the basic network services of that server. The basic network services, if available, are more fully described in the printed materials accompanying the Software Product.

1.5 Storage/Network Use. Customer may store or install a copy of the Software Product on a computer to allow Customer's other computers to use the Software Product over an internal network, and distribute the Software Product to Customer's other computers over an internal network. However, Customer must acquire and dedicate a license for the Software Product for each computer on which the Software Product is used or to which it is distributed. A license for the Software Product may not be shared or used concurrently on different computers.

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If ZeeVee has not supplied a back-up copy of the Software Product, Customer may use the Software Product back-up utility, if it is part of the Software Product, to make a single back-up copy of the Software Product. Customer may use the back-up copy solely for archival or back-up purposes. After the single back-up copy is made, the backup utility will be permanently disabled. With reference to copies it makes of the Software Product, Customer shall faithfully reproduce any copyright notice(s), and other proprietary legend(s) appearing thereon and to include the same on each copy it makes in whole or in part. Such copyright notice(s) and legends may appear in several forms, including machine-readable form and Customer shall reproduce such notice in each form in which it appears, to the extent it is physically possible to do so.

3. DUAL-MEDIA SOFTWARE

Customer may receive the Software Product in more than one medium. Regardless of the type or size of medium Customer receives, Customer shall use only one medium that is appropriate for Customer's single computer. Customer shall not use or install the other medium on another computer. Customer shall not loan, rent, lease, or otherwise transfer the other medium to another user except as part of the permanent transfer (as stated below) of the Software Product.

4. RESTRICTIONS

Customer shall not distribute, modify, lease, sub-license, or prepare derivative works of the Software Product. Customer shall keep confidential the contents of the Software Product from unauthorized disclosure or use.

5. LIMITATIONS ON REVERSE ENGINEERING, DECOMPLIATION AND DISASSEMBLY

Customer shall not reverse engineer, reverse compile, reverse assemble, decompile, or disassemble the Software Product, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

6. SOFTWARE TRANSFER

Customer shall not loan, rent, transfer or sell any of its rights under these terms without the express written permission of ZeeVee. Any unauthorized transfer will automatically terminate Customer's license, and require Customer to transfer all of the Software Product (including the media and printed materials, all component parts and any upgrades issued). If the Software Product is an upgrade, any transfer must include all prior versions of the Software Product. Customer certifies that no copies, adaptations, modifications, conversions or translations of the Software Product shall be retained by Customer. The transferee must agree to these terms.

7. COPYRIGHT AND OTHER RIGHTS

All title and copyrights as well as trade secret, patent and other proprietary rights in and to the Software Product (including but not limited to any images, photographs, animations, video, audio, music, test, and "applets" incorporated into the Software Product), the accompanying printed materials, and any copies of the Software Product, are owned by ZeeVee or

its suppliers. The Software Product is protected by copyright laws and international treaty provisions. Customer shall not copy the printed materials accompanying the Software Product.

8. SOFTWARE SUPPORT

Product support for any computer and any software furnished by the computer manufacturer is not provided by ZeeVee. For ZeeVee Software, ZeeVee will provide software support either: **{A}** under the software maintenance service terms to a master agreement; or **{B}** under ZeeVee's standard service rates for standard software services performed by ZeeVee.

9. UPGRADES

If the Software Product is an upgrade to ZeeVee Standard Software, Customer shall use that upgraded product only in accordance with these terms and conditions. If the Software Product is an upgrade of a component of a package of software programs which Customer licensed as a single product, the Software Product may be used and transferred only as part of that single product package and may not be separated for use on more than one computer.

10. WARRANTY

ZeeVee warrants that the media on which any ZeeVee Software in its unaltered form is contained, will be free from substantial defects in materials and workmanship for a period of sixty (60) calendar days from date of shipment.

11. LIMITATION OF WARRANTY

11.1 ZeeVee does not warrant that the operation of ZeeVee Software or the media on which it is contained will be uninterrupted or error-free. ZeeVee furthermore states that not all errors in ZeeVee Software or its media can be corrected or need correction, nor does ZeeVee warrant that all defects in ZeeVee Software or its media will be corrected. ZeeVee has no control over the conditions under which Customer uses the ZeeVee Software or media and does not and cannot warrant the results obtained by such use. Similarly, ZeeVee does not warrant that the functions contained in the ZeeVee Software will meet Customer's requirements or that ZeeVee Software or its media will operate in combination with other software or hardware selected by Customer for use by Customer.

11.2 Any Software Product delivered by ZeeVee, is supplied "AS IS." In the case of Third-Party Software and/or computer problems, Customer will look solely to the warranties and remedies, if any, provided by the Third-Party Software and/or computer manufacturer.

11.3 ZeeVee is not responsible for problems caused by changes in or modifications to the operating characteristics of any computer or operating systems for which the Software Product is procured by Customer, nor is ZeeVee responsible for problems which occur as a result of the use of Software Product in conjunction with any software supplied by Customer or with a computer which is incompatible with the operating system for which the Software Product is being procured by Customer.

12. CUSTOMER REMEDIES

ZeeVee's entire liability and Customer's exclusive remedy for breach of the foregoing warranty shall be, at ZeeVee's option, either: **{A}** refund of the price paid for the Software Product which is contained in the defective media; or **{B}** replacement of the Software Product and the defective media on which such ZeeVee Software is contained that does not meet this warranty and which is returned to ZeeVee, prepaid by Customer, with a copy of Customer's original Purchase Order. This warranty is void if failure of the media has occurred from accident, abuse, negligence, or misapplication. Any replacement of such media will be warranted for the remainder of the original warranty period or thirty [30] calendar days, whichever is longer.

13. NO OTHER WARRANTIES

ALL WARRANTIES NOT EXPRESSLY STATED HEREIN ARE DISCLAIMED. TO THE MAXIMUM EXENT PERMITTED BY APPLICABLE LAW, ZEEVEE DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE SOFTWARE PRODUCT, THE MEDIA ON WHICH SUCH SOFTWARE IS CONTAINED AND THE ACCOMPANYING WRITTEN MATERIALS.

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ZeeVee will not be liable for injuries or damages to persons or property resulting from any cause whatsoever, with the exception of injuries or damages caused by the gross negligence of ZeeVee. This limitation applies to all ZeeVee Software and/or products including authorized services performed during and after the warranty period. In no event will ZeeVee be liable for any damages resulting from loss of data, loss of use, loss of revenue or any other pecuniary loss. Furthermore, ZeeVee disclaims any and all liability for indirect, incidental, special, consequential or other similar damages even if ZeeVee has been advised of the possibility of such damages. In any case, ZeeVee's entire liability under any provision of these terms and conditions shall be limited to the amount actually paid by Customer for ZeeVee Software and/or products, less applicable depreciation.

15. CONFIDENTIALITY

Customer shall maintain the confidentiality of the Software Product and Documentation, by taking those precautions in protecting the Software Product and Documentation it employs to protect its own confidential information but no less than a reasonable amount of care. Customer shall inform its employees having access to the Software Product of the limitations and obligations of the Customer regarding non-disclosure and copying of the Software Product and documentation. This section shall survive termination of this Agreement.

16. TERMINATION

Without prejudice to any other rights, ZeeVee may terminate these terms with no prior notice if Customer fails to comply with the terms and conditions as stated herein. In such event, Customer must destroy or return all copies of the Software Product and all of its component parts as directed by ZeeVee. These terms and conditions take precedence over any terms and conditions of any other agreement between ZeeVee and Customer regarding the Software Product. The provisions contained in this Agreement that protect the interests of ZeeVee in the Software Product shall survive the termination of this Agreement.

17. CONSTRUCTION

ZeeVee is willing to license the Software Product to Customer only in consideration of and in reliance upon the provision of this Agreement limiting the exposure of ZeeVee to liability. Such provisions constitute an essential part of the bargain underlying this Agreement and have been reflected in the license fee and other consideration specified in this Agreement.

18. PAYMENT

Customer shall pay ZeeVee the applicable license fee for use of the Software Product and all taxes arising out of this Agreement or the use of the Software Product, other than taxes on ZeeVee's net income.

19. U.S GOVERNMENT RESTRICTED RIGHTS

The Software Product licensed under this Agreement has been developed exclusively at private expense by ZeeVee or its suppliers. The Software Product and printed materials are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is ZeeVee, Inc. (or its affiliates), 295 Foster Street, Suite 200, Littleton, MA 01460, United States of America.

20. GOVERNING LAW/VENUE

These terms and conditions shall be construed, interpreted and applied in accordance with the internal laws (but not the law of conflicts) of the jurisdiction in which is located the main office of the ZeeVee affiliate which is the licensor hereunder and any applicable law of that jurisdiction and the United States of America. The Parties agree that the United Nations Convention on Master Agreements for the International Sale of Goods shall not apply to any transaction between the Parties.

21. SEVERABILITY

If any provision or any part of a provision of these terms and conditions are held by a court, government agency or other legal authority of competent jurisdiction to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not invalidate, void or render unenforceable any other portion of these terms and conditions but rather the entire software license shall be construed as if it did not contain the particular invalid, illegal or unenforceable provision or provisions, and the rights and obligations of each party shall be construed and enforced accordingly.

22. EXPORT

Customer may not export the Software Product or any portion thereof outside of the United States without first obtaining all required licenses from the United States Department of Commerce or any other governmental agency.

23. ENTIRE AGREEMENT

These terms and conditions represent the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes and replaces any and all prior representations, and negotiations whether written or oral. No modifications or waiver of these terms and conditions hereof will be binding upon ZeeVee unless approved in writing by an authorized representative of ZeeVee.

24. GOVERNING LANGUAGE

The parties hereto hereby confirm that they have agreed that all written agreements between them be prepared in the English language only and such language shall be the governing language. Les parties aux présentes confirment qu'elles ont agreé que tous les documents entre eux par écrit soit rédigé dans la langue anglaise seulement, et telle langue sera la langue de contrôle.