

THE EJENTA BRAHMS TRIAL LICENSE AGREEMENT

IMPORTANT: THIS END USER LICENSE AGREEMENT (“EULA”) IS A LEGAL AGREEMENT BETWEEN THE PERSON OR OTHER LEGAL ENTITY THAT HAS DOWNLOADED THE EJENTA BRAHMS SOFTWARE (“YOU” OR “END USER”) AND EJENTA, INC. (“LICENSOR”). IF YOU ARE AN EMPLOYEE OR AGENT OF A COMPANY (“COMPANY”) AND ARE ENTERING INTO THIS AGREEMENT TO OBTAIN THE EJENTA BRAHMS SOFTWARE FOR USE BY THE COMPANY FOR ITS OWN BUSINESS PURPOSES, YOU HEREBY AGREE THAT YOU ENTER INTO THIS AGREEMENT ON BEHALF OF THE COMPANY AND THAT YOU HAVE THE AUTHORITY TO BIND THE COMPANY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY DOWNLOADING A COPY OF THE EJENTA BRAHMS SOFTWARE YOU, THE END USER, ARE CONFIRMING THAT YOU HAVE READ, PRIOR TO DOWNLOADING THE EJENTA BRAHMS SOFTWARE, THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THAT YOU AGREE, AND HAVE THE AUTHORITY TO AGREE, TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE, OR DO NOT HAVE THE AUTHORITY TO AGREE, TO EACH AND EVERY TERM AND CONDITION OF THIS AGREEMENT, YOU ARE NOT AUTHORIZED TO DOWNLOAD OR USE THE EJENTA BRAHMS SOFTWARE FOR ANY PURPOSE, AND YOU SHOULD NOT CHECK THE BOX INDICATING THAT YOU HAVE READ THROUGH AND AGREE TO THE TERMS OF THIS AGREEMENT

FURTHER, PRIOR TO DOWNLOADING THE EJENTA BRAHMS SOFTWARE, YOU MUST FIRST REGISTER BY PROVIDING EJENTA WITH YOUR NAME AND COMPANY AFILIATION AND BY CHECKING THE BOX INDICATING THAT YOU HAVE READ THROUGH AND AGREE TO THE TERMS OF THIS AGREEMENT. UPON CONFIRMATION OF REGISTRATION, LICENSOR SHALL PROVIDE YOU WITH A KEY TO ENABLE INSTALLATION OF THE EJENTA BRAHMS SOFTWARE. LICENSOR RESERVES THE RIGHT TO REFUSE TO LICENSE ANY PERSON OR ENTITY AT ITS SOLE DISCRETION.

In consideration of the license rights granted under the Ejenta Brahms Software to You (referred to below as “End User”), You hereby agree to the following terms and conditions:

I. Definitions:

1. “Derivative Works” shall mean a revision, modification, translation, abridgment, condensation, or expansion of the Software, or any other form in which such product may be recast, transferred, or adapted, which if prepared without the consent of Licensor would constitute a copyright infringement.

2. “Software” shall mean the Ejenta Brahms software downloaded by End User.

II. License Grant:

1. Conditioned upon your acceptance of the terms and conditions of this EULA and full performance of each of your obligations in this EULA, End User is hereby granted a limited, non-exclusive, royalty-free, revocable, non-transferable, personal, non-sublicensable license to install and use, in machine readable form only, a single copy of the Software on a single computer solely to test and evaluate Software during the Trial License Period (as defined in Section IV below). You will not use the Software in a production environment for the benefit of your employees or third party. You may make one copy of the Software in machine-readable form solely for backup purposes.

2. End User, however, may install the Software on more than one computer provided End User is only executing or running one version of the Software on one computer at a given time and provided End User reports to Licensor within five days of each instance when the Software is installed on another computer and when the Software is uninstalled. End User shall report this information to Licensor by email at the email address: brahms [AT] ejenta [DOT] com. Failure to provide this information shall entitle Licensor to immediately terminate this Agreement. Should End User desire to execute more than one version of the Software at the same time, End User must enter into a separate EULA for each version that will be executed at the same time.

3. Licensor shall have the right to audit End User's compliance with the terms and conditions of this EULA at any time during normal work hours. In the event that such audit reveals a breach of any of the terms and conditions of this EULA, End User shall reimburse Licensor for all reasonable expenses incurred in performing such audit.

4. The License hereinabove granted neither constitutes nor includes an agreement by Licensor to provide or to furnish service, support, or assistance of any nature, including, without limitation, the provision of revisions to the Software, upgrades to the Software, bug fixes, or online or telephone support.

III. License Restrictions:

1. The license granted to End User herein neither constitutes nor includes a sale, lease, loan, or transfer of the Software in any form. No transfer of tangible personal property by Licensor is effected hereby. Unless expressly granted in this EULA, no other rights are granted to End User under this EULA, and Licensor hereby reserves all other rights in and to the Software.

2. Other than as expressly set forth herein, End User shall not, nor will End User permit, assist, or encourage any third party to: (a) modify, adapt, alter, translate, or create Derivative Works from the Software; (b) merge the Software with other software; (c) sublicense, sell, lease, rent, or loan the Software, or otherwise transfer the Software to any third party; (d) use the Software for the provision of any service for the benefit of any third party; (e) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Software, except and only to the extent that such activity is expressly permitted by applicable law; (f) remove, obscure, or alter Ejenta's copyright notices, trademarks, and other proprietary rights notices affixed to or contained within the Software; (g) disclose, publish, or present any

information related to the Software to a third party without the prior written consent of Ejenta; or (h) otherwise exercise rights to the Software except as expressly allowed under Section II.

3. End User shall not utilize the Software for any commercial purpose and shall not receive or derive any monetary or other consideration based on its use. End User shall not disclose, sell, rent, lease, sublicense, or convey any rights in any models or results created through use of the Software to any third party. End User shall not use the Software to develop any product having the same primary function as the Software or that would be a competing product to the Software.

4. End User shall not export the Software into any country to which such exportation is prohibited by the United States Export Administration Act and the regulations thereunder or under any other export control laws.

IV. Representations and Warranties, Disclaimers of Warranties, and Limitations of Liability

1. LICENSOR MAKES THE SOFTWARE AVAILABLE "AS IS." LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE, OR OTHERWISE) AS TO THE SOFTWARE, INCLUDING ITS PERFORMANCE, RESULTS, SECURITY, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, AND EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATIONS OR WARRANTIES. LICENSOR EXPRESSLY DISCLAIMS ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY USE OF THE SOFTWARE AND WITH RESPECT TO ANY DAMAGES THAT MAY RESULT FROM SUCH USE. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SOFTWARE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO 90 DAYS FROM THE DATE OF DOWNLOAD OF THE SOFTWARE.

2. LICENSOR SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR THE INABILITY TO USE EQUIPMENT OR ACCESS DATA, LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION OR THE LIKE), ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SOFTWARE AND BASED ON ANY THEORY OF LIABILITY INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

3. Licensor assumes no responsibility for abating any infringement of its copyright or other proprietary rights in the Software. Any action taken by Licensor with respect to any such infringement shall be at Licensor's sole discretion.

4. End User represents and warrants that it is authorized to enter into this EULA, and the person signing this EULA has the authority to bind End User to the terms and conditions

of this EULA. End User represents and warrants that it will not seek any compensation, monetary or otherwise, from any third party for its use of the Software and that its use of the Software will be strictly for evaluation purposes.

5. End User represents and warrants that it will not reverse engineer or attempt to reverse engineer or develop a product that competes in any way with the Software. If Licensor believes that End User has developed a competing product, End User agrees to make available to Licensor, upon request, within 30 days, the source code of the alleged competing program together with documentation therefor, for up to 90 days, to permit Licensor to satisfy itself that its copyrights in the Licensed Software have not been infringed and that such product is not a competing product. Licensor agrees that any such disclosures of the alleged competing program's source code and documentation shall be under conditions of confidentiality.

V. Indemnification by End User

1. End User shall indemnify and save harmless Licensor from and against any and all liability for injury to persons or property occasioned wholly or in part from End User's use of the Software, liability with respect to indirect, incidental, special or consequential damages, and any and all expense, legal or otherwise, incurred by Licensor in the defense of any claims or suit arising from End User's use of the Software.

VI. Other Terms and Conditions

1. End User acknowledges that the Software is and shall at all times be and remain the sole and exclusive property of Licensor, and End User shall derive no right, title, or interest therein except as expressly set forth in this EULA. Further, End User hereby acknowledges that a breach of the restriction on access or disclosure of the Software to any third parties may cause Licensor irreparable harm and damage that may not be recoverable at law.

2. The term of this EULA shall commence on the date You agree to the terms and conditions by checking the box on the registration page or by opening, installing, using, accessing or manipulating the Software and shall terminate 90 days thereafter (the "Trial License Period"), unless i) sooner terminated by either party or ii) extended by Ejenta.

3. Licensor or End User may terminate this EULA for any reason by providing written notice to the other party.

4. Upon termination of this EULA, End User shall immediately cease using the Software and shall certify in writing that it has destroyed its copy of the Software.

5. This EULA shall be binding upon and inure to the benefit of successors to the entire business interests of the parties hereto, but shall not be otherwise assignable.

6. If any term or provision of this EULA shall be determined by a court of competent jurisdiction to be invalid, the remaining terms and provisions shall remain in effect.

7. This EULA constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all previous agreements whether written or oral.

8. This EULA may be modified, amended, superseded or terminated, other than by its terms, only by a writing duly signed by both parties.

9. End User consents to the jurisdiction of the Supreme Court of the State of California, the United States District Court for the Northern District of California, and the Superior Court for Santa Clara County, California for all disputes related to this EULA.

10. This EULA shall be construed in accordance with the laws of the State of California.