RayVentory Software Inventory 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 Licensees in Europe, "Licensor" means Raynet GmbH, a company organized under the laws of the Federal Republic of Germany ("Licensor"), with its principal place of business located at Technologiepark 20, 33100 Paderborn, Germany; for Licensees 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.

DEFINITIONS

The term "**on premise**/**internal use**" means the running of software for licensees internal purposes only and within licensee's own technical environment.

The term "**commercial purposes**" means intentions and ambitions perceived to business interests and aimed at direct profit. Aimed at direct profit are all activities which are not evaluation, testing, demonstration, research, development or a private, school-based, or academic project.

The term "**edition**" means the available format of the software. The granted use rights are determined by the particular edition.

A "**Service Provider**" purchases the software to perform services to end users for commercial purposes. In this context end user means licensees customer who uses Licensors software products.

A "**Freelancer**" performs orders for a company usually in person, without being incorporated into the company (independent contractor). In this context independent contractor means any self-actuating performance of a natural person.

The term "**Affiliates**" means any sub company and parent company which is included in the holding company's annual consolidation financial statement and that is under the control of Licensee where "control" means ownership of or the right to control greater than 50% of the voting securities of such entity.

The term "**licensed device**" means the following:

- Inventory of OS: all physical and virtual machines running an Operating System supported by the software;
- Inventory of virtualization technology: all VCenter, Hypervisor, ESX server und VMWare machines used by the company and supported by the software;
- Inventory of Oracle: all Oracle instances used by the company and supported by the software

The term "**test instances**" means all systems using the software for testing purposes only and not for commercial purposes.

The term "**license certificate**" means a license document provided by Licensor confirming the legality and validity of the purchased licenses. It specifies the purchased software, edition, quantity of licenses, support and maintenance if any purchased by Licensee.

I. 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 license certificate ("Evaluation Period"). In the absence of a defined period of time for the evaluation, the Evaluation Period shall be thirty (30) days. All use will be governed by the terms set forth below.

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. The duration of the license starts with the day the license key is delivered to Licensor. 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. The software may not be used for commercial purposes.

3. Disclaimer of Warranty. The Software will be provided free of charge and 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. The software may not be used within a productive system environment.

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. This limitation of liability does not apply to cardinal obligations or liability for any product damages under the German Product Liability Act.

II. 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 specified period of time, as detailed in the license certificate ("Trial Period"). In the absence of a defined period of time for the trial of the Software, the Trial Period shall be thirty

(30) days. After expiration of the Trial Period 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. All use will be governed by the terms set forth below.

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. The duration of the license starts with the day the license key is delivered to Licensor. 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 Trial 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. The software may not be used for commercial purposes.

3. Disclaimer of Warranty. The Software will be provided free of charge and only for trial 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. The software may not be used within a productive system environment.

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. This limitation of liability does not apply to cardinal obligations or liability for any product damages under the German Product Liability Act.

III. NOT FOR RESALE (NFR) LICENSE

If Licensee has received the Software without any technological restrictions and for the sole purpose of demonstration, evaluation, and trial, regardless of how labeled, the use of the Software is limited to a specified period of time, as detailed in the license certificate. In the absence of a defined period of time for the use, the period of validity shall be twelve (12) month. After expiration Licensee is not allowed to continue using the functionalities of the Software. All use will be governed by the terms set forth below.

1. Grant of License. Licensor grants Licensee a limited, personal, internal use, non-exclusive, non-transferable license to use the Software for the sole purpose of demonstration, evaluation, and trial. The duration of the license starts with the day the license key is delivered to Licensor. The parties shall terminate the agreement with at least thirty (30) day's to the end of each month written note. A termination for cause is possible particularly in the case of one of the following reasons: (a) a breach by the other party of one of the obligations under this agreement, (b) an essential change in the control over the other party, in particular merger or major control by a third company.

2. Limited Use Software. The software may not be used for commercial purposes. Licensee may not (a) make the Software available to any third party; (b) distribute, sell, sublicense, rent or lease the Software. Any updates, upgrades or crossgrades of the software are excluded.

3. Disclaimer of Warranty. The Software will be provided free of charge and only for purposes of demonstration, evaluation, and trial. 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 may not be used within a productive system environment.

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. This limitation of liability does not apply to cardinal obligations or liability for any product damages under the German Product Liability Act.

IV. 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, non-transferable for internal purposes only, to install and use the Software on the terms and conditions outlined below. For Software that will be used in a service provider role, the terms of Addendum 1 shall apply. For Software that will be used in a freelancer role, the terms of Addendum 2 shall apply. Licenses not identified as service provider or freelancer licenses on the invoice or license certificate may not be used in a service provider/freelancer capacity.

2. Scope of License. Licensee may use the elements of the Software licensed on and for the number of Licensed Devices (Single License). In relation to test instances Licensee may use the Software on a single test server (Single License) and for test machines / instances up to the maximum amount of 2 % of the total number of Single Licenses purchased. The particular number of purchased Single Licenses is specified on the invoice or license certificate for the Software. Licensee may install the Software on Licensee's or Affiliates' machines only. Subject to the terms and conditions of this Agreement, Licensee's Affiliates may use the licenses granted to Licensee, provided that (a) such use is only for Licensee's or such Affiliate's benefit, and (b) Licensee agrees to remain responsible for each such Affiliate's compliance with the terms and conditions of this Agreement and (c) upon request Licensee will identify each such Affiliate to Licensor.
Licensee may transfer the license from one device to another only upon retirement of the first device. Licensee may transfer the license within the affiliated companies from one company to another only upon written consent of Licensor.
An invoice or license certificate will identify whether Licensee has purchased a subscription or perpetual license. In the case of a subscription license, the Subscription Period will be identified in the Order Confirmation.

3. Restrictions on Use of Software/Ownership. 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 (except otherwise agreed in this Agreement); or (c) disassemble or reverse engineer the Software to the extent allowed by law. Licensee may copy the Software solely for backup/archival purposes, provided that Licensee includes all copyright and similar rights notices. Licensor retains all right, title, and other intellectual properties 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."

4. Third Party Software and Open Source. 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.
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.

5. 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. The ordered level of support and maintenance services is apparent in the Order Confirmation or the license certificate. Subscription license fees include Support and Maintenance for the duration of the Subscription Period. 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. If Licensee ordered maintenance services, the appropriate services for the software may be extended for at least another year to the existing conditions.

6. 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.

7. 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.

8. 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.

9. Duration / Termination. The duration of the license starts with the day the license key is delivered to Licensor. If Licensee purchased a subscription license it terminates at the end of the period specified in the license certificate. 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 of the subscription license, 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.

10. 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.

11. 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.
This limitation of liability does not apply to cardinal obligations or liability for any product damages under the German Product Liability Act.

12. 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.

13. Company Name. Licensor may include Licensee's company name in a list of Licensor customers.

14. 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.

15. 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, re-export, 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.

16. Controlling Law. For all Licensees in Europe, this Agreement will be governed by the laws of the Federal Republic of Germany. Court of jurisdiction will be Paderborn, Germany. For all non-European Licensees, this Agreement will be governed by the laws of the State of Illinois. Court of jurisdiction will be Chicago.

17. 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.

Addendum 1
Service Provider License

This Addendum sets forth the terms and conditions under which Licensee desires to license quantities of the Software for use in the delivery of Services to its Customers, as those terms are defined below. Any terms not defined in this Addendum shall have the meanings ascribed to them in the Agreement. Unless otherwise set forth herein, the provisions of this Addendum shall be in addition to, and not in lieu of, the terms included in the main body of the Agreement.

1. Definitions

The term "**services**" means licensees ability to use the software in its own application packages within the software development or consulting business. These include for example, packaging services, software deployment services, software inventory services, quality assurance services, etc.

2. Software License. This Section 2 shall replace Section III.1. of the Agreement to the extent a service provider license is purchased by Licensee and identified as a service provider license in the License Certificate.
Subject to all of the terms and conditions of this Addendum and the Agreement, upon Licensee's payment of the fees shown and acceptance of this Agreement, Licensor grants to Licensee a limited, personal, non-exclusive license to use, the Software internal and for the sole purpose of providing Services to its Customers for such Customers' internal purposes.

3. Scope of License. In addition to the license scope identified in Section III.2. of the Agreement, Service Provider licenses may be used per device and solely on devices within Licensee's or Affiliate's environment. Licensee may transfer the license within the affiliated companies from one company to another, only by majority involved firms (minimum 51%). By transition to a non –majority company (less than 51%) licensor`s written consent is needed.

4. License Restrictions. Licensee shall only use the Software on computers, servers and networks, at a Licensee or Customer location, provided that the Software may not be left behind at Customer's site or on Customer's systems once Licensee's services to Customer are completed. If computers, servers or networks on which the Software is installed is no longer owned or leased by Licensee, Licensee must remove the Software from such computers, servers or networks.
Licensee may not use the Software outside its own or outside of Customer's organization.

5. Licensee Obligations. Licensee shall not make any representations, guarantees or warranties of any type with respect to the specifications, features, capabilities or otherwise concerning the Software which are in addition to or inconsistent with those set forth in the product descriptions or promotional materials delivered by Licensor to Licensee hereunder. In no event shall Licensee make any representation, warranty or guarantee by or on behalf of Licensor. Licensee shall represent Licensor and its Software in a positive and professional manner at all times. Licensee is not to re-brand or otherwise represent the software as anything other than RayEval by Raynet without express written approval from Licensor. This shall include, but not be limited to, reports, splash screens, documentation and all other intellectual property.
Licensee shall enter into an agreement with a Customer that is equally as protective of the Software as this Agreement. Licensee shall notify Licensor of any uncured breach of any terms related to the Software of which it becomes aware. Licensee will enforce the agreement it has with its Customer as it relates to the Software in the same manner as Licensee enforces such agreement with respect to Licensee's own intellectual property, which shall be at least in a reasonable manner. In any event, Licensor and Licensee will reasonably cooperate on actions to be taken to enforce breaches of Licensor's intellectual property rights against a Customer.

6. Indemnification. Licensee will defend, indemnify and hold harmless Licensor from and against any loss, cost, liability or damage, including attorneys' fees, for which Licensor becomes liable arising from or relating to: (a) any breach by Licensee of any term of this Agreement, (b) the issuance by Licensee of any warranty or representation not authorized in writing by Licensor or (c) any other act or omission of Licensee in connection with the marketing or distribution of the Software under this Agreement. Licensee agrees not to engage in any deceptive, misleading, illegal or unethical practices that may be detrimental to Licensor or its Software and agrees to comply with all applicable federal, state and local

laws and regulations (including, without limitation, data protection, privacy and import and export compliance laws and regulations) in connection with its performance under this Agreement.

7. Expiration of Licenses. Upon completion or termination of the Services for a Customer, Licensee will cease using the applicable licenses for such Customer. If the Software was installed and used at Customer's site, Licensee will uninstall the Software from any equipment used for the provision of Services to such Customer, and will provide Licensor with certification thereof. For the purpose of clarity, Licensee may not transfer licenses to Customers without Licensor's prior written consent, which may be withheld in Licensor's sole discretion.

In no event will Licensee be entitled to receive a refund of any licensee fees paid prior to the applicable termination date, and Licensee shall be responsible for the fees applicable for the remainder of the license term as if such license had not been terminated or expired.

8. Support and Maintenance. Licensor shall have no support or maintenance obligations whatsoever to Customers.

9. Marketing and Trademarks. All marketing materials, demonstration copies of the Software (if applicable), and other materials provided by Licensor to allow Licensee to market its products and services to Customers hereunder will remain the property of Licensor, and upon termination or expiration, such materials will be returned to Licensor within thirty (30) days.

Licensee may use Licensor's trademarks in connection with the Software. All displays of Licensor's trademarks that Licensee intends to use will conform to reasonable guidelines provided from time to time by Licensor. Licensor will have the right to approve all usage by Licensee of its trademarks. Licensee will not use any of Licensor's trademarks in conjunction with another trademark. During the term of this Agreement, each party will have the right to indicate publicly that it has entered into a relationship with the other party.

Addendum 2
Freelancer License

This Addendum sets forth the terms and conditions under which Licensee desires to license quantities of the Software for use in the delivery of Services to its customers, as those terms are defined below. Any terms not defined in this Addendum shall have the meanings ascribed to them in the Agreement. Unless otherwise set forth herein, the provisions of this Addendum shall be in addition to, and not in lieu of, the terms included in the main body of the Agreement.

1. Definitions

The term "**services**" means licensees ability to use the software in its own application packages within the software development or consulting business. These include for example, packaging services, software deployment services, software inventory services, quality assurance services, etc.

2. Software License. This Section 2 shall replace Section IV.1. of the Agreement to the extent a freelancer license is purchased by Licensee and identified as a freelancer license in the License Certificate.
Subject to all of the terms and conditions of this Addendum and the Agreement, upon Licensee's payment of the fees shown and acceptance of this Agreement, Licensor grants to Licensee a limited, personal, non-exclusive license to use, the Software internal and for the sole purpose of providing Services to its customers for such customers' internal purposes.

3. Scope of License. In addition to the license scope identified in Section IV.2. of the Agreement, freelancer licenses may be used per device and solely on devices within Licensee's own or within its customers own technological environment. Licensee may transfer the license from one device to another only upon retirement of the first device. As of the second license, it may be ordered solely in edition service provider.

4. License Restrictions. Licensee shall only use the Software on computers, servers and networks, at a Licensee or Customer location, provided that the Software may not be left behind at Customer's site or on Customer's systems once Licensee's services to Customer are completed. If computers, servers or networks on which the Software is installed is no longer owned or leased by Licensee, Licensee must remove the Software from such computers, servers or networks.
Licensee may not use the Software outside its own or outside of Customer's organization.

5. Licensee Obligations. Licensee shall not make any representations, guarantees or warranties of any type with respect to the specifications, features, capabilities or otherwise concerning the Software which are in addition to or inconsistent with those set forth in the product descriptions or promotional materials delivered by Licensor to Licensee hereunder. In no event shall Licensee make any representation, warranty or guarantee by or on behalf of Licensor. Licensee shall represent Licensor and its Software in a positive and professional manner at all times. Licensee is not to re-brand or otherwise represent the software as anything other than RayEval by Raynet without express written approval from Licensor. This shall include, but not be limited to, reports, splash screens, documentation and all other intellectual property.
Licensee shall enter into an agreement with a Customer that is equally as protective of the Software as this Agreement. Licensee shall notify Licensor of any uncured breach of any terms related to the Software of which it becomes aware. Licensee will enforce the agreement it has with its Customer as it relates to the Software in the same manner as Licensee enforces such agreement with respect to Licensee's own intellectual property, which shall be at least in a reasonable manner. In any event, Licensor and Licensee will reasonably cooperate on actions to be taken to enforce breaches of Licensor's intellectual property rights against a Customer.

6. Indemnification. Licensee will defend, indemnify and hold harmless Licensor from and against any loss, cost, liability or damage, including attorneys' fees, for which Licensor becomes liable arising from or relating to: (a) any breach by Licensee of any term of this Agreement, (b) the issuance by Licensee of any warranty or representation not authorized in writing by Licensor or (c) any other act or omission of Licensee in connection with the marketing or distribution of the Software under this Agreement.
Licensee agrees not to engage in any deceptive, misleading, illegal or unethical practices that may be detrimental to Licensor or its Software and agrees to comply with all applicable federal, state and local

laws and regulations (including, without limitation, data protection, privacy and import and export compliance laws and regulations) in connection with its performance under this Agreement.

7. Expiration of Licenses. Upon completion or termination of the Services for a Customer, Licensee will cease using the applicable licenses for such Customer. If the Software was installed and used at Customer's site, Licensee will uninstall the Software from any equipment used for the provision of Services to such Customer, and will provide Licensor with certification thereof. For the purpose of clarity, Licensee may not transfer licenses to Customers without Licensor's prior written consent, which may be withheld in Licensor's sole discretion.

In no event will Licensee be entitled to receive a refund of any licensee fees paid prior to the applicable termination date, and Licensee shall be responsible for the fees applicable for the remainder of the license term as if such license had not been terminated or expired.

8. Support and Maintenance. Licensor shall have no support or maintenance obligations whatsoever to Customers.

9. Marketing and Trademarks. All marketing materials, demonstration copies of the Software (if applicable), and other materials provided by Licensor to allow Licensee to market its products and services to Customers hereunder will remain the property of Licensor, and upon termination or expiration, such materials will be returned to Licensor within thirty (30) days.

Licensee may use Licensor's trademarks in connection with the Software. All displays of Licensor's trademarks that Licensee intends to use will conform to reasonable guidelines provided from time to time by Licensor. Licensor will have the right to approve all usage by Licensee of its trademarks. Licensee will not use any of Licensor's trademarks in conjunction with another trademark. During the term of this Agreement, each party will have the right to indicate publicly that it has entered into a relationship with the other party.