

**ATLANTIS COMPUTING HOLDINGS, LLC END-USER LICENSE AGREEMENT (“EULA”)
FOR ATLANTIS USX**

[note: the below language to be added only at top of the EULA for the download/click-through page]

****WARNING****BY CLICKING ON THE "ACCEPT" BUTTON, YOU OR THE ENTITY THAT YOU REPRESENT ("LICENSEE") ARE UNCONDITIONALLY CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THE EULA CONSISTING OF THIS PARAGRAPH AND THE FOLLOWING SOFTWARE LICENSE TERMS WITH RESPECT TO THIS PRODUCT. IF A SEPARATE WRITTEN LICENSE AGREEMENT WITH RESPECT TO THIS PRODUCT EXISTS BETWEEN LICENSEE AND ATLANTIS COMPUTING HOLDINGS, LLC (“ACH”), THE TERMS OF THAT WRITTEN LICENSE AGREEMENT (EXCLUDING THE PRE-PRINTED TERMS OF ANY PURCHASE ORDER, CONFIRMATION OR SIMILAR DOCUMENT, WHICH WILL HAVE NO EFFECT AND WILL NOT BE CONSIDERED AGREED TO BY ACH) SHALL TAKE PRECEDENCE OVER THIS EULA, AND YOU ACKNOWLEDGE THAT LICENSEE IS BOUND BY THE TERMS OF THAT WRITTEN LICENSE AGREEMENT. PROVISION OF THE PRODUCT IS CONDITIONED ON, AND LICENSEE'S DOWNLOADING, INSTALLATION OR USE OF THIS PRODUCT SHALL CONSTITUTE, LICENSEE'S ASSENT TO THE TERMS OF THIS EULA OR OF SUCH EXISTING SEPARATE WRITTEN LICENSE AGREEMENT TO THE EXCLUSION OF ALL OTHER TERMS. IF THESE TERMS ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS. IF LICENSEE DOES NOT UNCONDITIONALLY AGREE TO THE FOREGOING, CLICK THE "CANCEL" BUTTON AND THE DOWNLOAD OR INSTALLATION PROCESS WILL NOT CONTINUE. IF YOU CONTINUE WITH THE DOWNLOAD OR INSTALLATION, YOU ARE REPRESENTING AND WARRANTING THAT YOU ARE AUTHORIZED TO BIND LICENSEE.

ATLANTIS COMPUTING HOLDINGS, LLC END-USER LICENSE AGREEMENT (EULA) FOR ATLANTIS USX SOFTWARE LICENSE TERMS

1. General. THIS EULA GOVERNS YOUR ACQUISITION AND USE OF ATLANTIS COMPUTING HOLDINGS, LLC. ("ACH") PRODUCTS AND SERVICES. BY ACCEPTING THIS EULA, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY DOWNLOADING ACH SOFTWARE, YOU AGREE TO THE TERMS OF THIS EULA. IF YOU ARE ENTERING INTO THIS EULA ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "LICENSEE", "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS EULA AND YOU MAY NOT USE THE SOFTWARE PRODUCTS AND SERVICES. IF A SEPARATE WRITTEN LICENSE AGREEMENT WITH RESPECT TO THIS PRODUCT EXISTS BETWEEN LICENSEE AND ACH, THE TERMS OF THAT WRITTEN LICENSE AGREEMENT (EXCLUDING THE PRE-PRINTED TERMS OF ANY PURCHASE ORDER, CONFIRMATION OR SIMILAR DOCUMENT, WHICH WILL HAVE NO EFFECT AND WILL NOT BE CONSIDERED AGREED TO BY ACH) SHALL TAKE PRECEDENCE OVER THIS EULA, AND YOU ACKNOWLEDGE THAT LICENSEE IS BOUND BY THE TERMS OF THAT WRITTEN LICENSE AGREEMENT. PROVISION OF THE PRODUCT IS CONDITIONED ON, AND LICENSEE'S DOWNLOADING, INSTALLATION OR USE OF THIS PRODUCT SHALL CONSTITUTE, LICENSEE'S ASSENT TO THE TERMS OF THIS EULA OR OF SUCH EXISTING SEPARATE WRITTEN LICENSE AGREEMENT TO THE EXCLUSION OF ALL OTHER TERMS. You may not access the Software if You are ACH's direct competitor, except with ACH's explicit prior written consent. In addition, You may not access the Software for purposes of monitoring availability, performance or functionality, or for any other benchmarking or competitive purposes. This EULA was last updated on August 7, 2017. It is effective between Licensee and ACH as of the date of Licensee accepting this EULA.

2. Definitions. "Product" means the Software, along with the associated printed materials, online or electronic documentation, and any media on which the Software is supplied to Licensee. "Software" means software products in object code form that are licensed to Licensee under this EULA, including, but not limited to, any related components purchased or provided with the Software, application programming interfaces, and any updates and maintenance releases thereto. "Software License Key" means, if applicable, a serial number issued to Licensee by ACH to activate and use the Software. Separate, additional Software License Keys may be required to activate additional users, additional features or Software modules. "Licensee", "You" or "Your" means the company or other legal entity for which you are accepting this EULA. "Account" means one or more electronic records established by or for Licensee in connection with use of the Product, represented in each case by a single set of access credentials.

3. Grant of License and Restrictions. Subject to the terms hereof, payment of all fees, and any applicable Software License Keys or other user/use limitations set forth in this EULA, ACH grants Licensee a personal, nonsublicensable, nontransferable, nonexclusive, right to use the Software on authorized machine(s) located at authorized Licensee site(s) and only for use with server workloads in accordance with ACH's applicable user documentation and the terms of the license(s) purchased by Licensee. Authorized usage of the Software depends on the license type purchased: (i) capacity-based licenses may only be used with server workloads, and (ii) per-VM or per-host licenses may only be used for virtual desktop (VDI) or server based computing (SBC) (e.g., Citrix XenApp or Microsoft RDS-based deployments). Usage of capacity-based licenses or per-VM or per-host licenses for any other purpose is strictly prohibited. The Product is subject to usage limits as purchased by Licensee and expressly agreed to by ACH. If Licensee exceeds a contractual usage limit, Licensee will execute a new license order for additional quantities of the applicable Product, and/or pay any invoice for excess usage. Licensee (i) shall use commercially reasonable efforts to prevent unauthorized disclosure of credentials for each Account and/or unauthorized access to or use of the Product, and (ii) shall notify ACH promptly of any such unauthorized disclosure, access or use. Depending upon the model utilized to compute the applicable License Fees to use the Software (whether per unit, virtual machine, or storage capacity, or any other ACH approved licensing model), an applicable Software License Key may limit Licensee's usage of the Software accordingly. Licensee is responsible for obtaining any licenses necessary to operate any separate third-party software it intends to use in conjunction with the Software, such as compatible third party applications or guest operating systems. Except for one copy solely for back-up purposes, Licensee may possess only the number of copies of any Product which may be used as has been expressly authorized by ACH. ACH retains ownership of all copies and Licensee will maintain the copyright notice and any other notices that appear on the Product on any copies and any media. In connection with providing access to the Software to authorized users, Licensee may provide the Software to third parties to operate the Software for the exclusive benefit of Licensee under written terms no less restrictive or protective of ACH's rights than the terms and conditions of this EULA and provided that Licensee remains responsible for strict compliance with this EULA. Licensee may host the Products to support a hosted application whereby Licensee provides and operates the Products (on its own or its suppliers' servers and data centers) for use and access by authorized third party customers and end users, provided that (1) no Product may be provided to third parties (other than through the hosted application), and (2) each third party is enforceably bound in writing for ACH's benefit to all the restrictions, license limits, liability limitations and warranty disclaimers in this EULA. Licensee will not (and will not allow any third party to) (i) reverse engineer or attempt to discover any source code or underlying ideas or algorithms of any Product (except to the extent that applicable law prohibits reverse engineering restrictions), (ii) (other than hosting to authorized users as provided in the previous sentence) provide, lease, lend, disclose, use for timesharing or service bureau purposes, or otherwise use or allow others to use for the benefit of any third party, any Product (except as expressly and specifically authorized by ACH), (iii) possess or use any Product, or allow the transfer, transmission, export, or re-export of any Product or portion thereof in violation of any export control laws or regulations administered by the U.S. Commerce Department, U.S. Treasury Department's Office of Foreign Assets Control, or any other government agency, (iv) publish or disclose to any third party any opinions relating to, or test results, benchmarking or comparative study involving any Product without the prior written consent of ACH, (v) modify any Product, (vi) use the Product to store or transmit malicious code or infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (vii) interfere with or disrupt the integrity or performance of the Product or third-party data contained therein, or (viii) attempt to gain unauthorized access to the Product or any related systems or networks. Licensee is responsible for properly configuring and using the Product. Licensee acknowledges that Licensee is responsible for maintaining appropriate security, and creating back-ups of its data and any other content provided or used by Licensee within the Product using one or more backup devices, services or systems that are separate from the Product. Licensee is solely responsible for selecting, configuring and deploying security mechanisms that are sufficient to protect any computers, storage, network infrastructure, software or services that are owned or operated by Licensee, or not provided by ACH, according to Licensee's security standards. ACH shall have no obligation to maintain any such data or other content or to

forward any data or other content to Licensee or any third party for purposes of backup and Licensee is solely responsible to define and implement a backup policy that satisfies requirements or goals of Licensee for data availability or disaster recovery. Prior to disposing of any media containing any part of the Product, Licensee shall completely destroy any Product contained therein. All the limitations and restrictions on Products in this EULA also apply to documentation and screens. Further, a Product licensed without charge or for a nominal charge will be deemed a free evaluation license and may be used for purposes of evaluation for a paid license only, and not for any productive use. LICENSEE ACKNOWLEDGES THAT THE PRODUCT MAY INCLUDE FEATURES TO PREVENT USE AFTER THE APPLICABLE LICENSE PERIOD, IN EXCESS OF THE LICENSED CAPACITY, AND/OR USE INCONSISTENT HEREWITH.

4. If You have registered on ACH's web portal for a free evaluation license, then subject to the terms hereof and any applicable user/use limitations set forth in this EULA or on the web portal, ACH grants You a personal, nonsublicensable, nontransferable, nonexclusive, right to use the Software on a trial basis free of charge in object code form for a period of thirty (30) days after the date of installation, only in accordance with ACH's applicable user documentation, only for the purpose of evaluation for a paid license, and only for use in a test environment. You may not use an evaluation license for any Product in a production environment. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS EULA, DURING THE FREE EVALUATION TRIAL THE PRODUCTS ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY. NOTWITHSTANDING ANYTHING ELSE HEREIN OR OTHERWISE, AND EXCEPT FOR BODILY INJURY, NEITHER ACH NOR ANY LICENSOR SHALL BE LIABLE OR OBLIGATED WITH RESPECT TO ANY EVALUATION LICENSES, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY (I) FOR ANY AMOUNTS IN EXCESS IN THE AGGREGATE OF ONE HUNDRED DOLLARS (\$100); (II) FOR ANY COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, SERVICES OR RIGHTS; (III) FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES; (IV) FOR INTERRUPTION OF USE OR LOSS OR CORRUPTION OF DATA; OR (V) FOR ANY MATTER BEYOND ITS REASONABLE CONTROL. LICENSEE ACKNOWLEDGES THAT THE FREE EVALUATION LICENSE PRODUCT MAY INCLUDE FEATURES TO PREVENT USE AFTER THE APPLICABLE LICENSE PERIOD, IN EXCESS OF THE LICENSED CAPACITY, AND/OR USE INCONSISTENT HEREWITH.

5. If you are an ACH registered business partner, then subject to the terms hereof and any applicable user/use limitations set forth in this EULA or on the ACH partner web portal, ACH grants You a personal, nonsublicensable, nontransferable, nonexclusive, right to use a licensed product in object code form for a period of one (1) year, only in accordance with ACH's applicable user documentation and only for the purpose of demonstrating the Product or training Licensee personnel on the installation, configuration and use of the Product (a "NFR Product"). You may not use the Product in a production environment and You may possess only a single copy of the Product. ACH retains ownership of all copies and You will maintain the copyright notice and any other notices that appear on the Product on any copies and any media. THE NRF PRODUCT IS PROVIDED FOR TRAINING AND DEMONSTRATION PURPOSES ONLY AND IS NOT FOR USE IN A PRODUCTION ENVIRONMENT. ALL NRF PRODUCT ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND FROM ANYONE, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. FURTHER, ACH DOES NOT WARRANT RESULTS OF USE OR THAT THE PRODUCTS ARE BUG FREE OR THAT THE PRODUCT'S USE WILL BE UNINTERRUPTED. NOTWITHSTANDING ANYTHING ELSE HEREIN OR OTHERWISE, AND EXCEPT FOR BODILY INJURY, NEITHER ACH NOR ANY LICENSOR SHALL BE LIABLE OR OBLIGATED WITH RESPECT TO AN NFR PRODUCT, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY (I) FOR ANY AMOUNTS IN EXCESS IN THE AGGREGATE OF ONE HUNDRED DOLLARS (\$100); (II) FOR ANY COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, SERVICES OR RIGHTS; (III) FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES; (IV) FOR INTERRUPTION OF USE OR LOSS OR CORRUPTION OF DATA; OR (V) FOR ANY MATTER BEYOND ITS REASONABLE CONTROL. THE PRODUCT IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE WHERE THE FAILURE OF THE PRODUCT COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SIGNIFICANT PHYSICAL OR ENVIRONMENTAL DAMAGE. LICENSEE ACKNOWLEDGES THAT THE NFR PRODUCT MAY INCLUDE FEATURES TO PREVENT USE AFTER THE APPLICABLE LICENSE PERIOD, IN EXCESS OF THE LICENSED CAPACITY, AND/OR USE INCONSISTENT HEREWITH.

6. Support and Maintenance. While the license (other than a free evaluation license) for a Product has not been terminated and all applicable fees have been timely paid for the applicable support or maintenance package, ACH will use reasonable commercial efforts to provide the support and maintenance services for that Product as and to the extent described in ACH's then applicable standard Support and Maintenance Terms (the current version of which can be found at <http://atlantiscomputing.com/support/portal/> or by email request to support@atlantiscomputing.com) ("Support Services"). In the case of annually based, subscription Support Services for a perpetual or term license ("Annual Support Services"), Licensee may terminate Support Services for Products by giving notice to ACH no later than 30 days before the end of the initial one year Support Services term or any renewal thereof (ACH will have a reciprocal right after the first renewal); unless such notice is timely given, such Annual Support Services for the Products will renew for successive one-year terms. If Licensee elects not to renew Support Services and later wishes to re-enroll in the Support Services, Licensee may be required to move to the then-current latest major release of the Product, and must pay: (i) the applicable fees for the current Support Services period, and (ii) the amount of fees that would have been paid for the period of time that Licensee had not enrolled in the Support Services.

7. Professional Services. Upon payment of any applicable professional services fees and related expenses, ACH agrees to use reasonable commercial efforts to provide agreed upon professional services. If ACH cannot complete the professional services within the estimated hours, or if ACH provides additional professional services, Licensee will pay ACH at its then-current hourly rates for consultation. ACH retains ownership of all results of professional services.

8. Fees and Payment. Within thirty days after first receipt of the Product (and monthly thereafter with respect to any recurring, use or user fees) or the date(s) otherwise expressly agreed by ACH, Licensee shall pay ACH's then current standard license/subscriptions fees for any authorized copies or uses of Product or such other fees as have been expressly agreed to by ACH ("License Fees"); in the case of annual subscriptions, License Fees therefore will also be paid annually in advance. At the same time as payment of the initial License Fees, and annually in advance thereafter for Annual Support Services (and except to the extent included in License Fees for annual subscriptions), Licensee shall also pay ACH's then current standard support and maintenance fees for Product or such other support and maintenance fees as have been expressly agreed to by ACH. In addition, without limiting ACH's remedies, if Licensee makes or uses copies, exceeds the storage capacity licensed, or has users/uses that are not authorized hereunder, it will so report to ACH and will pay additional license and maintenance and support fees equal to

ACH's then current standard fees for the license and maintenance and support of such extra copies, storage capacity, and/or users/uses (from time to time upon request, ACH will be entitled to audit or have audited all systems and records relevant to assure compliance with the foregoing; any audit showing noncompliance will be at Licensee's expense). Fees for any professional services provided by ACH shall be due and payable within thirty (30) days after the date of the applicable invoice. Any payments more than thirty (30) days overdue will bear a late payment fee of 1.5% per month, or, if lower, the maximum rate allowed by law. In addition, Licensee will pay all taxes, shipping, duties, withholdings, backup withholding and the like; when ACH has the legal obligation to pay or collect such taxes, the appropriate amount shall be paid by Licensee directly to ACH. Licensee will reimburse ACH for all reasonable travel and other related expenses incurred by ACH in its performance hereunder; provided, however, that such expenses shall have been pre-approved by Licensee.

9. Termination. All licenses will terminate thirty days (ten in the case of non-payment and immediately in the case of a breach of Section 3) after notice of any breach by Licensee remaining uncured at the end of such notice period. A license will also terminate upon the expiration of any applicable license period expressly agreed to by ACH, subject to annual renewal in the case of an annual subscription license (which renewal will be automatic in the absence of notice of non-renewal from either party given at least 30 days prior to end of the then current annual subscription period); provided that a free evaluation license will have a license period of not more than thirty (30) days unless otherwise agreed to in writing by ACH; and provided further that a free partner NFR license will have a license period of not more than one (1) year unless otherwise agreed to in writing by ACH. Upon any termination, Licensee shall immediately cease all use of all affected Products and return or destroy all copies of all affected Products and all portions thereof and so certify to ACH. Except as otherwise expressly provided herein, the terms hereof shall survive any termination. Termination is not an exclusive remedy and all other remedies will be available whether or not termination occurs.

10. Confidentiality.

a) Confidentiality. Licensee shall not reproduce, duplicate, copy or otherwise disclose, distribute or disseminate the Product provided under this EULA in any media, other than as expressly provided for herein for the authorized purposes under this EULA.

b) Safeguard of Information. Licensee shall take all reasonable steps to safeguard the Product so as to ensure that no unauthorized copies of the Product are made in whole or in part. Licensee expressly acknowledges that the Product is confidential and proprietary to ACH and Licensee agrees to receive the information and maintain it as confidential information, using the highest degree of care.

c) Non-Disclosure. During the term of the EULA and for five (5) years thereafter (except to the extent the information constitutes source code or trade secrets, in which case the receiving party's confidentiality obligations shall survive until such information becomes publicly available without breach of this Section), the parties to this EULA (i) shall treat as confidential and proprietary all information disclosed by one party to the other party that is appropriately designated as confidential ("Confidential Information"); and (ii) shall not disclose such Confidential Information to any employee or subcontractor not having executed a confidentiality agreement with the party protecting such Confidential Information, having terms no less stringent than those in this Section 8; and (iii) shall not disclose such Confidential Information to any employee or subcontractor not having a specific need to know such Confidential Information for the purpose of this EULA; and (iv) shall ensure that such employee or subcontractor shall use such Confidential Information only in connection with his or her proper performance of this EULA. The foregoing shall not apply to (i) any information in the public domain (except through the fault of the receiving party); or (ii) any information developed by a party independently without breach of this EULA. In addition, a party may disclose Confidential Information of the disclosing party only to the extent it is required by law to be disclosed, provided that it provides the disclosing party with prior written notice of such disclosure in order to permit the disclosing party an opportunity to take legal action in order to prevent or limit the scope of such disclosure. All Confidential Information remains the property of the disclosing party.

d) Price and Function Confidentiality. The parties also hereby acknowledge that they consider the terms of this EULA (but not the existence of this EULA), the performance and function of the Product, and pricing of the Product, as confidential, and require they be treated accordingly as set out in this Section 8.

11. Indemnification. Except in the case of a free evaluation license, ACH shall hold Licensee harmless from liability to third parties resulting from infringement by a Product of any United States patent issued sixty (60) days or more before delivery of such Product or any copyright or misappropriation of any trade secret, provided ACH is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; ACH will not be responsible for any settlement it does not approve. The foregoing obligations do not apply with respect to a Product or portions or components thereof (i) not created by ACH, (ii) made in whole or in part in accordance to Licensee specifications, (iii) that are modified after delivery by ACH, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Licensee continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Licensee's use of such Product is not strictly in accordance herewith. Licensee will indemnify ACH from all damages, costs, settlements, attorneys' fees and expenses related to (I) any claim of infringement or misappropriation excluded from ACH's indemnity obligation by the preceding sentence, or (II) any other claim in connection with the Product or the use or distribution thereof.

12. Limited Warranty and Disclaimer. Except in the case of a free evaluation license, ACH warrants for a period of ninety (90) days from delivery of a Product that the Product will materially conform to ACH's then current user documentation for such Product. The foregoing warranty covers only problems reported to ACH during the warranty period. ANY LIABILITY OF ACH WITH RESPECT TO A PRODUCT OR THE PERFORMANCE THEREOF UNDER ANY WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY WILL BE LIMITED EXCLUSIVELY TO PRODUCT REPAIR OR REPLACEMENT. ALL PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND FROM ANYONE, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. FURTHER, ACH DOES NOT WARRANT RESULTS OF USE OR THAT THE PRODUCTS ARE BUG FREE OR THAT THE PRODUCT'S USE WILL BE UNINTERRUPTED.

13. Limitation of Liability. NOTWITHSTANDING ANYTHING ELSE HEREIN OR OTHERWISE, AND EXCEPT FOR BODILY INJURY, NEITHER ACH NOR ANY LICENSOR SHALL BE LIABLE OR OBLIGATED WITH RESPECT TO THE SUBJECT MATTER HEREOF OR UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY (I) FOR ANY AMOUNTS IN EXCESS IN THE AGGREGATE OF THE FEES PAID TO IT HEREUNDER WITH RESPECT TO THE APPLICABLE PRODUCT DURING THE SIX MONTH PERIOD PRIOR TO THE CAUSE OF ACTION; (II) FOR ANY COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, SERVICES OR RIGHTS; (III) FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES; (IV) FOR INTERRUPTION OF USE OR LOSS OR CORRUPTION OF DATA; OR (V) FOR ANY MATTER BEYOND ITS REASONABLE CONTROL. THE PRODUCT IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS

REQUIRING FAIL-SAFE PERFORMANCE WHERE THE FAILURE OF THE PRODUCT COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SIGNIFICANT PHYSICAL OR ENVIRONMENTAL DAMAGE ("HIGH RISK ACTIVITIES"). USE OF THE PRODUCT IN HIGH RISK ACTIVITIES IS NOT AUTHORIZED. THE PARTIES AGREE THAT THIS SECTION 11 REPRESENTS A REASONABLE ALLOCATION OF RISK AND THAT LICENSOR WOULD NOT PROCEED IN THE ABSENCE OF SUCH ALLOCATION.

14. Third Party Licenses. Certain components of the Software are licensed from third parties and are subject to the additional terms and conditions set forth in the specific license applicable to such component. All applicable third party licenses may be found at the following location on the Atlantis virtual appliance: /opt/milio/thirdparty-licenses.

15. Identification. ACH and its parent company, Hive IO, Inc. may use Licensee's name and logo in client listings. ACH may issue a press release announcing the relationship contemplated hereby, subject to Licensee's approval which shall not be unreasonably withheld or delayed.

16. Miscellaneous. Neither this EULA nor the licenses granted hereunder are assignable or transferable (and any attempt to do so shall be void); provided that either party may assign and transfer the foregoing to a successor to substantially all of ACH's Product business or assets or Licensee's business for which Products are licensed (but if the authorized copies or users are not limited, the assignee is not licensed to expand use beyond Licensee's bona fide pre-assignment use plus reasonably expected growth assuming the assignment and related transactions had not occurred). The provisions hereof are for the benefit of the parties only and not for any other person or entity. Any notice, report, approval, authorization, agreement or consent required or permitted hereunder shall be in writing; notices shall be sent to the address the applicable party has or may provide by written notice or, if there is no such address, the most recent address the party giving notice can locate using reasonable efforts. No failure or delay in exercising any right hereunder will operate as a waiver thereof, nor will any partial exercise of any right or power hereunder preclude further exercise. If any provision shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this arrangement shall otherwise remain in full force and effect and enforceable. This EULA shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of California and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act. Unless otherwise elected by ACH in writing for a particular instance, the sole jurisdiction and venue for actions related to the subject matter hereof shall be the state and U.S. federal courts located in Santa Clara County, California, and both parties consent to the jurisdiction of such courts. This is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter hereof and any waivers or amendments shall be effective only if made in writing; however, any pre-printed or standard terms of any purchase order, confirmation, or similar form, even if signed by the parties after the effectiveness hereof, shall have no force or effect. The substantially prevailing party in any action to enforce this EULA will be entitled to recover its attorney's fees and costs in connection with such action. As defined in FAR section 2.101, DFAR section 252.227-7014(a)(1) and DFAR section 252.227-7014(a)(5) or otherwise, all Products and accompanying documentation provided by ACH are "commercial items," "commercial computer software" and/or "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, disclosure or distribution thereof by or for the U.S. Government shall be governed solely by these terms and shall be prohibited except to the extent expressly permitted by these terms.

[Remainder of page left intentionally blank]