

INTEGRATED RESEARCH

END USER LICENSE AGREEMENT

IMPORTANT-READ CAREFULLY: This End User License Agreement (“Agreement” or “EULA” or “License Agreement”) is entered into between you and the Integrated Research entity (i) which has provided you with a written Quote & Order or (ii) the Integrated Research company from whom the software license key is issued (either directly or through a reseller) or the Integrated Research company in your geography, as follows: The Integrated Research entity shall generally be (i) Integrated Research UK Limited (CN 3298802) for all customers in United Kingdom and Ireland; (ii) Integrated Research Germany GmbH (HRB 220766) for all customers in Continental Europe; (iii) Integrated Research, Inc. (CN 19941074335) for all customers in North America, and South America; (iv) Integrated Research (Singapore) Pte. Limited (CRN 201226155W) for customers in Asia; or (v) for all other customers worldwide, Integrated Research Limited (ACN 003 588 449) (collectively or individually known as “IR”, “Licensor”, “we”, “our” or “us”). As used in this Agreement, “you”, and “your” refers to the company, government, or other entity on whose behalf you are agreeing to this Agreement or, if there is no such entity, you as an individual, as specified in the written Quote & Order provided by IR, or its agent. This Agreement governs your use of the software products accompanying this EULA, which may include computer software, associated media, printed materials and online or electronic documentation (“Software”).

If you have entered into a separate agreement with IR (“Base Agreement”) covering your license and use of our Software, then the terms of that agreement shall control and supersede this Agreement.

If you have not entered into a separate paid agreement with us for specific Software, then by using or installing the Software, and/or submitting an Order for the Software you represent that (a) you agree to be legally bound by the Agreement or in any other document referenced herein, and (b) you have the power and authority to enter into the Agreement personally or on behalf of your company, and to bind that entity to this Agreement. Additional terms (“Supplemental Terms”) will either be listed in the Agreement or will be presented to you for your acceptance when you sign up to Services. If the Agreement is inconsistent with the Supplemental Terms, the Supplemental Terms shall control with respect to such Service. The Agreement and any applicable Supplemental Terms are referred to herein as the “Agreement.”

If you do not accept the terms and conditions of this agreement, you shall not install or use the software and shall return, within thirty (30) days as of the purchase date, the software to the place you obtained it for a full refund of the amount paid for the license to the software.

1. GRANT OF LICENSE. Subject to the terms, conditions and limitations of this Agreement and in exchange for the timely payment of fees by you, IR grants you a non-exclusive non-transferable and limited license as set forth in the applicable Order(s) to use the Software for internal business purposes only, subject to section 3.6 below. If you acquired the Software, by accepting a written Quote & Order from IR, the terms of the Quote & Order are incorporated herein. If you acquired this product as a special offer or as a Beta, Evaluation/Not for Resale or Entitlement License included with another IR product, additional provisions and restrictions apply as set forth in sections 3.4 and 3.5 below. If you acquired this product bundled or in combination with a third party product, you may only use the Software with the third party product as described in section 3.1 (“Restricted License”) below. Unless it is referenced herein, this license does not apply to any other software program provided with the Software, including entitlement software, which is governed by the online software license agreement included with that software.

2. LICENSE SCOPE. You may install and use the Software only in the configuration and for the number and scope of licenses acquired by you as set forth in the applicable Order(s). You may also install non-production copies of the Software as is reasonably necessary for disaster recovery, emergency restart and backup, including, but not limited to making copies for such purposes for use at one or more disaster recovery sites. In order to exercise your rights to the Software under this License Agreement you must activate your copy of the Software in the manner described during the launch sequence. Integrated

Research may control the number and type of licenses and the use of the Software by a security key which must be entered by the You upon installation of the Software, to activate the Software program(s) and any updates or modifications ("License Key"). In the event You exceed the parameters of this Agreement, You agree immediately to notify IR and IR may invoice You, and You shall pay for such excess, from the date that You exceeded the parameters of this Agreement calculated at IR 's then current list price in accordance with the Orders agreed. IR reserves the right to deliver the License Key periodically over the Term in any given Order, upon receipt of payment. At no time shall you knowingly use or attempt to use the Software without the License Key.

3. LICENSE TYPES AND DEFINITIONS. IR grants to You a license within the scope of the license types described below.

3.1 Restricted License. When the Software is licensed based on designated equipment, or for a specified number of telephones, systems, servers or other hardware or equipment ("Designated Equipment") or on the basis of specified volume of transactions, you have acquired a Restricted License. You may use each licensed copy of the Software only in conjunction with the specific Designated Equipment for which it was provided. Accessing data that is not specifically created or processed by the Designated Equipment is in violation of this license. Restricted Licenses may not be combined with unrestricted licenses in the same Deployment.

3.2 OEM License. If you acquired the Software bundled or otherwise provided in combination with or for use with a third party product ("OEM Application"), you have acquired a Restricted OEM License. You may use each licensed copy of the Software only in conjunction with the OEM Application with which it was provided. Accessing data that is not specifically created or processed by the OEM Application is in violation of this license. If the OEM Application requires the use of a data mart or data warehouse, the Software may be used with the data mart or data warehouse only to access data created or processed by the OEM Application. Restricted OEM Licenses may not be combined with unrestricted licenses in the same Deployment.

3.3 Update License. If you received a patch or a service pack as an update to a previously licensed product, your license to use the patch or service pack is limited to the aggregate number of licenses you have acquired for the previous product. If you choose to use the Software and the previous product simultaneously, the aggregate number of licenses used to access the Software and the previous product may not exceed the aggregate number of licenses you acquired for the previous product.

3.4 Beta and Evaluation/Not for Resale License. A Beta, Evaluation or Not For Resale license may be used only for the number and type of licenses specified and for the period specified on the Software packaging, ordering or shipping documentation, or license key letter. Upon expiration of such specified period, the Products associated with a Beta, Evaluation or Not For Resale license will not function unless Licensee has obtained applicable permanent license keys. If the ordering or shipping documentation specifies a particular project, the Software may be used only with that project. A Beta License may be used only to test and evaluate a pre-release Product. You acknowledge that the data or information You provide to IR via the Software and any metadata or paradata related to Your use of the Software is hosted by IR and its service providers. A Beta, Evaluation License or Not for Resale License may be terminated by IR upon written notice at any time. Any future updates, services packs or patches shall be subject to the terms and conditions of this EULA.

An Evaluation License may only be used for evaluation purposes and may not be used for production purposes. Notwithstanding any other provision of this Agreement, Software provided under a Beta, Evaluation or Not for Resale licenses is provided "AS-IS" without warranty of any kind, express or implied. IR shall not be liable for the deletion, correction, destruction, damage or loss of Your data not caused by IR.

3.5 Entitlement License. If you received the Software as a special offer or entitlement license ("Entitlement License"), you may only use the Entitlement Licenses with a new deployment. Entitlement Licenses may not be added to or used with an existing deployment.

3.6 MSP License. If you have obtained a specific MSP license, you may use the Software to provide managed services to others. You may install the Software either at the Your facilities or at Your Customer's facilities as outlined in the relevant Schedule executed between you and IR, but operated solely by the You, subject to limitations set out in this Agreement. You will provide a current user list to IR on a monthly basis or upon the request of IR, that lists the number of user(s) or endpoint(s) being managed by You on behalf of the Your Customer(s). IR may prescribe additional terms on your use of MSP Software by separate agreement.

4. TERM. This Agreement shall govern any acquired Services or Software licenses or any other use by you of the Software. This Agreement shall become effective upon your first use or installation of the Software or upon acquisition thereof and shall remain in effect for so long as you are licensed to use the Software. The Term for any given Order has effect on and from the delivery of a License Key and shall continue unless terminated earlier in accordance with its terms or for cause by IR. Subject to the terms and conditions herein, (i) a "Perpetual License" shall mean a license right granted in perpetuity for a software license fee; (ii) a "Fixed Term License" shall mean a license granted for a specified period of time (e.g. 5 years) which is renewable upon written agreement of the parties; (iii) a "Subscription License" which, unless otherwise set out in an Order, is billed on an annual basis and renews automatically for subsequent one-year terms. If IR terminates this Agreement for any reason prior to the expiration of any Order, then the Term of such Order will terminate on the date of termination of this Agreement.

5. ORDER TERMS. The price that You shall pay to IR for the Software, maintenance services or consulting Services shall be as listed in a written Quote & Order provided by IR, or its agent, and as then agreed and detailed in an Order. "Order" means any of the following once accepted by IR: (i) a signed Quote & Order from IR or its agent; (ii) an executed schedule or Statement of Work from IR or its agent; or (iii) a purchase order containing the information necessary and referencing a Quote & Order or schedule prepared by IR and this Agreement. IR may increase the fee for maintenance services, upon renewal of the maintenance term. The terms of this Agreement shall control all procurement of the Software and related Services by you hereunder (even where an Order lacks an express reference to the Agreement) and shall supersede additional or conflicting terms unless issued by IR or agreed to in writing and signed by IR. Neither IR's acknowledgment of any purchase order, nor its commencement of performance shall constitute its acceptance of any additional, amending or supplementary terms proposed. IR may assign any Order to a local IR affiliate for fulfillment. Such Order will be a separate individual contract between you and the local IR affiliate. Scheduling Consulting Services outlined in a SOW prior to execution thereof constitutes acceptance of the terms of such SOW. You shall pay each invoice in full as provided in the Order. All payment obligations are absolute and unconditional and shall be paid to, or at the direction of IR, or its agent, free of all deductions, set-offs, defenses and counterclaims for any reason, in the currency specified in the applicable Order. IR reserves the right to issue the License Key after each payment is received. Interest shall accrue on overdue payments (at the highest rate permitted by law) calculated from and including the due date for payment until full payment of the outstanding amount is made. IR specifically disclaims price guarantees of any kind. You will pay or reimburse to IR, or its agent, all applicable sales, use, or other tax, levy, statutory charge or duty, including surcharges and penalties caused by You, which may be imposed on IR or You with respect to this Agreement or the transactions hereunder, excluding taxes based upon IR's net income, property tax or payroll taxes of IR. Foreign Withholding Tax will be paid by you on behalf of IR, which will bear this tax. You will remit any applicable withholding tax to the applicable local country Taxation/Treasury office on a timely basis and shall promptly provide IR with the requisite Foreign Tax Withholding documentation from the applicable local country Taxation/Treasury office.

6. AUDIT. You must provide IR with all necessary information, assistance and reasonable inspection rights to enable IR to perform its obligations and to determine compliance under this Agreement. During the term of this Agreement and for two (2) year after termination or expiration, IR may audit at IR's expense, without limitation, your usage of the licensed Software products and functionalities, books and records to

confirm your compliance with this Agreement, including the configuration, scope and number of licenses purchased, as provided in Section 2 above. In the event the audit reveals that you have exceeded the parameters of this Agreement, IR may invoice you, and you shall pay for such excess, from the date that you exceeded the parameters of this Agreement. In the event any such audit reveals that you have underpaid IR by an amount greater than five percent (5%) of the amounts due IR in the period being audited, or that you have knowingly breached any material obligation hereunder, then, in addition to such other remedies as IR may have, you shall pay or reimburse to IR the cost of the audit.

7. MAINTENANCE SUPPORT SERVICES. If you purchased and have paid the fees for appropriate Maintenance Support Services, IR will provide to you Maintenance Support Services for the Software in accordance with the IR then current Maintenance Support Services terms and conditions available at <http://support.ir.com>. If you purchase Maintenance Support Services for the Software, you must purchase Maintenance Support Services for all authorized copies of the Software in your possession.

You agree that IR may collect and use Your technical data and related information, including but not limited to technical information about Your usage of the Software, to facilitate the provision of software updates, product support, benchmarking and other services related to the Software. IR's collection of technical data is limited to the data or information that You provide to IR via the Software and related Services. IR may use Your data to improve its products and services, to provide the Services or Software or otherwise to meet its obligations under this Agreement. If you do not want to send usage data to IR, you may opt out following instructions provided by Maintenance Support Services.

8. REPRESENTATIONS AND WARRANTIES.

8.1 Your Representations and Warranties. The rights granted to you in this Agreement are subject to the following restrictions: Except as expressly permitted by this License Agreement or by applicable law You may not: a) lease, loan, assign, copy, modify, host, sublicense or resell or otherwise distribute the Software or any of the rights granted by this License Agreement to third parties or offer them on a standalone basis without the express written permission of IR; b) use the Software to develop training materials or to provide or operate Application Service Provider (ASP), Managed Service Provider (MSP), service bureau, marketing, training, outsourcing services, or consulting services, or any other commercial service related to the Software or to develop training materials, subject to section 3.6 above; c) modify (even for purposes of error correction), translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Software or the data file formats except to the extent and for the express purposes any restrictions are expressly authorized by applicable law notwithstanding this limitation; d) use the Software to develop a similar product which is competitive with any IR product offerings; e) remove or destroy any copyright notices or other proprietary markings contained on or in the Software; f) access or attempt the access or use the Software for any purpose or by any means other than what IR provides or expressly allows; g) reproduce, duplicate, copy, sell, resell or exploit any portion of the Software, use of the Software, or access to the Software, without the express written permission by IR; h) violate any Intellectual Property Right of any third party or behave in a manner that is unlawful; i) misrepresent your affiliation with a person or entity; j) violate any applicable law or sanction or engage in illegal or deceptive, misleading or unethical trade practices and will obtain all authorizations, licenses, permits and consents required (whether from a third party, government or regulatory body) in connection with your access and use of the Software; k) use the Software to develop a product that converts the data file formats to an alternative file format or data analysis that is not the property of IR; l) use unauthorized license key(s) or distribute license key(s); m) disclose any Software benchmark results to any third party without IR's prior written approval; n) make any representation or warranty to anyone with respect to the specification, features or capabilities of IR or the Software that is inconsistent with the literature distributed by IR; or n) permit third party access to, or use of the Software except as expressly permitted herein. You will be primarily responsible for the collection, use and storage of any data affected by Privacy Laws through operation of the Software and that you undertake to ensure that all your employees, agents and contractors will comply with the requirements of any Privacy Laws that may be applicable to the operation of the Software. Without limiting the generality of the foregoing, you undertake to notify your customers and clients of any matter prescribed by any Privacy Laws in relation to the

collection, use and storage of the data affected by the Privacy Laws; and promptly notify IR upon knowledge of any breach of any Privacy Laws that may be related to the operation of the Software. You will protect the Software from unauthorized use, access or disclosure or disclosure in the same manner as you protect your own similar confidential or proprietary information, and in no event less than the safeguards a reasonably prudent person would exercise under similar circumstances.

8.2 Extension Restrictions. You may use the extension software functionality within the Software (such as, but not limited to Pace, Extractors, Custom Collector (ADI+), User Collector) as well as any separately licensed software module identified by IR as Extension Software (collectively “Extension Software”) only to create new monitoring, measurement and reporting solutions (“New Solutions”). You may not use the Extension Software to copy or modify solutions existing within the Software. To do so is a violation of the restrictions within Section 8.1 above and will, in addition, void all warranties regarding the Software. While you may create and use New Solutions, you may only use New Solutions to monitor devices already being monitored by the Software. If you use the New Solution to monitor additional devices, you must obtain a license of sufficient scope to monitor all of devices that you are monitoring. You may only use your New Solution with a copy of the Software for which you own the license rights. You may not, under any circumstances, sell, license or otherwise provide New Solutions to any third party without having a separate written agreement with IR.

8.3 Your Indemnity. You will at all times defend indemnify and hold IR and its officers, employees and agents (“Indemnified Parties”) harmless from and against any loss (including reasonable legal costs and expenses) or liability incurred by any of the Indemnified Parties arising, from any third-party claim based on or caused by: a) a breach by you of your obligations under this Agreement; or b) any wilful, unlawful or negligent act or omission of you or any of your officers, employees, agents or contractors; or c) infringement of Intellectual Property Rights using your pre-existing materials by IR in accordance with the terms of this agreement.

9. LIMITED WARRANTY AND REMEDY.

9.1 IR warrants to you that: (i) for a period of thirty (30) days from delivery of the Software, the Software will substantially conform to the functional description set forth in the standard documentation accompanying the Software; and (ii) for a period of thirty (30) days from delivery the physical media (e.g., CD-ROM), such physical media will be free from defects in materials and workmanship. Any implied warranties on the Software and media are limited to thirty (30) days from delivery, to the extent such warranties cannot be disclaimed under Section 9.3 below. The above warranties specifically exclude defects resulting from accident, abuse, unauthorized repair, modifications, or enhancements, or misapplication. IR does not warrant that the Software will operate uninterrupted or error free. Delivery of additional copies of, or revisions or upgrades to, the Software, including releases provided under Maintenance Support Services, shall not restart or otherwise affect the warranty period.

9.2 Your exclusive remedy for breach of the above-stated limited warranty shall be, at IR’s option, either: (i) correction or replacement of the Software with product(s) which conform to the above-stated limited warranty; or (ii) return of the price paid for the Software and termination of this License Agreement with respect to those copies not in compliance. Such remedy shall be provided to you by IR only if you give IR written notice of any breach of the above-stated limited warranty, within thirty (30) days of delivery of the Software.

9.3 EXCEPT FOR EXPRESS WARRANTIES STATED IN THIS SECTION 9, IR AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY (I) OF MERCHANTABILITY, (II) OF FITNESS FOR A PARTICULAR PURPOSE, (III) OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR (IV) AGAINST HIDDEN DEFECTS. SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU, AND YOU MAY HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE OR BY JURISDICTION. YOU ACKNOWLEDGE THAT IN ENTERING INTO THIS AGREEMENT, YOU HAVE RELIED UPON YOUR OWN EXPERIENCE, SKILL AND

JUDGMENT TO EVALUATE THE SOFTWARE AND THAT YOU HAVE SATISFIED YOURSELF AS TO THE SUITABILITY OF THE SOFTWARE TO MEET YOUR REQUIREMENTS.

10. OWNERSHIP, INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION

10.1 Title. IR and/or its suppliers retain all intellectual property rights in and to the Software and all copies at all times, regardless of the form or media in or on which the original or other copies may subsequently exist. You neither own nor hereby acquire any claim or right of ownership to the Software or to any related patents, copyrights, trademarks or other intellectual property. You agree to retain the Software, the terms of this Agreement as well as any Software benchmark or similar tests (whether performed by you, IR or any third party) in confidence and prevent them from unauthorized disclosure or use except with IR's prior written consent. IR's and/or its suppliers reserve all rights not expressly granted to you. IR's suppliers are the intended third party beneficiaries of this License Agreement and have the express right to rely upon and directly enforce the terms set forth herein.

10.2 Copying Rights. The Software and documentation is copyrighted by IR and/or its suppliers and is protected by applicable national copyright and patent laws and international treaty provisions. You may not copy the Software except: (a) to provide a non-production backup copy provided You shall keep a record of each such back-up copy and the location of its storage and provide any and all such records to IR upon request; or (b) to install the Software components licensed by You, as set forth in Section 2, on to computers as part of executing the Software. Solely with respect to the documentation included with the Software, You may make a reasonable number of copies (either in hardcopy or electronic form), provided that such copies shall be used only by licensed end users in conjunction with their use of the Software and are not republished or distributed to any third party You must ensure that all copies of the Software or documentation made in accordance with this Agreement bear all of IR's copyright, proprietary and other notices that appear on the original Software and are kept within Your effective control.. Any and all other copies of the Software or documentation made by You are in violation of this Agreement.

10.3 Confidential Information. During the course of Your use of the Software, each Party may provide to the other information that it designates as, proprietary or confidential, or which by its very nature should obviously be treated as secret and confidential ("Confidential Information"). Without limitation, the Software contains confidential trade secrets of IR, including but not limited to the specific design, structure and logic of individual programs therein, their interactions with other portions of the IR Software and the respective programming techniques employed in such. Each party agrees to use reasonable commercial efforts to mark its Confidential Information with a "Confidential" or "Proprietary" legend. Each Party shall hold the other's Confidential Information in confidence, use it only to further the purposes of this Agreement and not reveal it to any third party. Each Party shall disseminate the other's Confidential Information only to those of its employees, contractors or consultants who have a need to know such information for the furtherance of this Agreement, and who have executed appropriate agreements requiring them to maintain the confidentiality of such Confidential Information on terms no less restrictive than contained in this Agreement. Each Party's obligations shall not extend to information generally available to or known to the public (except as a result of a breach of the Agreement), known prior to its disclosure by the other party, independently developed, or lawfully disclosed to it by a third party. The foregoing shall not restrict any disclosure by either party required by law or government authority, provided that it gives the other party prompt notice and opportunity to seek a protective order or other method of limiting the scope of such disclosure. The receiving Party shall cooperate with the disclosing Party and use all reasonable endeavors to avoid or limit disclosure and to obtain any necessary confidentiality undertakings relating to the onward disclosure from the intended recipient. The receiving Party shall upon the disclosing Party's request, delete, destroy or return the disclosing Party's Confidential Information and storage media in accordance with a process approved by the disclosing Party, shall certify that deletion or destruction has taken place, and shall be carried out in an appropriate and auditable manner that ensures the Confidential Information cannot be re-created, accessed or read.

11. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL IR OR ITS DISTRIBUTORS, SUPPLIERS OR AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, ANY LOST PROFITS OR REVENUES, LOSS OR INACCURACY OF ANY DATA, OR COST OF SUBSTITUTE GOODS, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE) AND EVEN IF IR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IR AND ITS SUPPLIERS' AGGREGATE LIABILITY TO YOU FOR ACTUAL DIRECT DAMAGES FOR ANY CAUSE WHATSOEVER SHALL BE LIMITED TO THE SOFTWARE LICENSE FEES PAID BY YOU FOR THE SOFTWARE OR THE FEES PAID BY YOU FOR THE SERVICE DIRECTLY CAUSING THE DAMAGES. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING ALLOCATION OF RISK IS REFLECTED IN THE FEES CHARGED UNDER THIS LICENSE AGREEMENT. SOME STATES/JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY IN CERTAIN CIRCUMSTANCES INCLUDED IN THIS SECTION, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU ONLY IN SUCH CIRCUMSTANCES.

12. TERMINATION AND EFFECT OF TERMINATION. This Agreement is effective until terminated. You may terminate this License Agreement at any time upon at least thirty (30) days' written notice to IR, provided that you have complied with the return and/or destruction policy set forth below. However, you shall receive a refund of your license fee only if this Agreement is terminated pursuant to Section 9.2 (ii) hereof. If you received a Beta or Evaluation License for the Software that is time disabled, this Agreement will automatically terminate after the Beta or Evaluation Period, and you agree not to avoid, or attempt to avoid, any applicable time limitation. This Agreement may be terminated immediately by IR without notice if: (i) you fail to pay the license fees and other charges set forth at the time of your order; or (ii) you fail to comply with any of the terms and conditions set forth in this Agreement and do not remedy such failure within thirty (30) days after receiving notice thereof. Termination shall not relieve you from your obligation to pay fees that remain unpaid and shall not limit IR from pursuing other available remedies. Upon termination by IR of this Agreement, IR will have no obligation to refund to you any fees paid by you and you agree to waive in perpetuity and unconditionally any and all claims for refunds. Upon any termination of this Agreement, you agree to: (i) immediately cease all use of the Software, including the use and distribution of any Custom Applications incorporating the Software; and (ii) either return the Software to IR or destroy same, and certify to IR, in writing, that all copies and partial copies thereof have been returned or completely destroyed and are no longer being used. Sections 4, 6, 8, 9.3, 10, 11, 12, 13, 16, 17 and 18 shall survive any termination or expiry of this Agreement.

13. GENERAL. If any provision of this Agreement is ruled invalid, such invalidity shall not affect the validity of the remaining portions of this Agreement. This Agreement constitutes the entire agreement between you and IR, and supersedes any prior agreement, whether written or oral, relating to the subject matter of this Agreement. Integrated Research may assign this Agreement or its rights to collect payments, without prior notice, to any affiliate entity in the Integrated Research group of companies. This Agreement may not be modified except by an instrument in writing duly signed by an authorized representative of each of the parties. All terms of any purchase order or other ordering document submitted by you shall be superseded by this Agreement. The product name for the Software is a trademark or registered trademark of IR. Should you have questions concerning this Agreement, please contact your local IR sales office or authorized reseller, or write to: Integrated Research Limited. Attn: CFO, Level 9, 100 Pacific Hwy, North Sydney NSW 2060 Australia.

14. U.S. GOVERNMENT RESTRICTED RIGHTS. The Software is a "commercial item" as that term is defined at 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995) (or an equivalent provision, e.g., in supplements of various U.S. government agencies, as applicable), all U.S. Government users acquire the Software with only those rights set forth herein. Manufacturer is Integrated Research Limited, Level 9, 100 Pacific Hwy, North Sydney NSW 2060 Australia.

15. EXPORT CONTROLS. You acknowledge that the Software is of U.S. origin. You agree to comply with all applicable international and national laws that apply to the Software, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments.

16. ANTI-BRIBERY AND CORRUPTION. You represent, warrant and undertake (as applicable): (a) You have not and shall not offer, promise, give, encourage, solicit, receive or otherwise engage in acts of bribery or corruption in relation to this Agreement (including without limitation any facilitation payment), or to obtain or retain business or any advantage in business for IR, and have and shall ensure to the fullest extent possible that your employees and agents and others under your direction or control do not do so. For the purposes of this Section 16 it does not matter if the bribery or corruption is (i) direct or through a third party; (ii) of a public official or a private sector person; (iii) financial or in some other form; or (iv) relates to past, present, or future performance or non-performance of a function or activity whether in an official capacity or not, and it does not matter whether or not the person being bribed is to perform the function or activity to which the bribe relates, or is the person who is to benefit from the bribe. For the purposes of this Section 16, a "person" is any individual, partnership, company or any other legal entity, public or private; (b) where, if permitted under this Agreement, you, subsequent to the effective date of this Agreement, subcontract to another person any right or obligation under this Agreement, or have another person perform any act, or not perform any act in relation to this Agreement, you shall require such other person to agree in writing to comply with this Sections 16. You shall also incorporate such sections (so that you oblige that person not to commit bribery on behalf of any affiliate) into any contract you have with the other person in relation to this Agreement and or the act. For the purposes of this Section 16, a "person" is any individual, partnership, company or any other legal entity, public or private; and (c) you shall, immediately upon becoming aware of them, give IR all details of any non-compliance with Section 16, and of any non-compliance by any of other person envisaged by Section 16.

17. GOVERNING LAW. This Agreement and any action related thereto will be governed and interpreted by and under the law of the applicable Integrated Research entity: If the Licensor is Integrated Research UK Ltd., this Agreement shall be governed by the laws of England and Wales. If the Licensor is Integrated Research, Inc., this Agreement shall be governed by the laws of the State of Colorado, United States of America. If the Licensor (Singapore) Pte. Ltd, this Agreement shall be governed by the laws of Singapore. If the Licensor is Integrated Research Limited, this Agreement shall be governed by the laws of the State of New South Wales, Australia. If the Licensor is Integrated Research Germany GmbH, this Agreement shall be governed by the laws of the Federal Republic of Germany. Each Party irrevocably submits that the exclusive jurisdiction and venue shall be in the capital city of the state (for the US and Australia) or country whose laws govern this Agreement, without giving effect to any principles that provide for the application of the law of another jurisdiction, in respect of all matters arising out of or relating to this Agreement, its performance or subject matter. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

18. FORCE MAJEURE. Where any failure, interruption or delay by a Party in the performance of its obligations (except the payment of money owed) under this Agreement is caused, directly or indirectly, by a Force Majeure Event, the Party:

a) is not liable for that failure or delay; and

b) its obligations under this Agreement are suspended, to the extent to which they are affected by the relevant Force Majeure Event, for the duration of the Force Majeure Event.

The Party seeking the benefit of this Section 18 shall give notice to the other as soon as practicable after becoming aware of the Force Majeure and shall proceed with all reasonable dispatch after the cessation of the circumstances giving rise to the Force Majeure to resume performance under this Agreement.

19. COUNTRY UNIQUE TERMS. If you purchased the Software in any territory specified below (the "Local Territory"), this section sets forth specific provisions as well as exceptions to the above terms and condition. To the extent any provision applicable to the Local Territory (the "Local Provision") set forth below is in conflict with any other term or condition in this Agreement or Base Agreement, the Local Provision will supersede such other term or condition with respect to any licenses purchased in the Local Territory.

Australia

(a) Limited Warranty and Remedy (Section 9): *The following is added:*

The warranties specified in this Section are in addition to any rights you may have under the Trade Practices Act 1974 or other legislation and are only limited to the extent permitted by the applicable legislation.

(b) Limitation of Liability (Section 11): *The following is added:*

To the extent permitted by law, where IR is in breach of a condition or warranty implied by the Trade Practices Act 1974 or the equivalent State or Territory legislation which cannot be excluded, IR's liability is limited, at IR's sole election: (i) in case of the Software: (a) (i) to repair or replacement of the goods, or the supply of equivalent goods, or (ii) payment of the cost of such repair or replacement or of acquiring equivalent goods; and (ii) in case of Maintenance Support Services: (x) re-supply of the Maintenance Support Services; or (y) the cost of having the services supplied again. In calculating IR's aggregate liability under this Agreement, the amounts paid or the value of any goods or services replaced, repaired, or supplied by IR pursuant to this paragraph shall be included.

(c) Governing Law (Section 17): *The following replaces the terms of this section in its entirety:*

This Agreement is governed by the laws of the State or Territory in which you acquired the Software, without reference to conflict of laws provisions or the United Nations 1980 Convention on Contracts for the International Sale of Goods and any amendments thereto.

Belgium and France

(a) Limitation of Liability (Section 11): *The following replaces the terms of this section in its entirety:* Except as otherwise provided by mandatory law:

1. IR's liability for any damages and losses that may arise as a result of the performance of its obligations in connection with this Agreement is limited to the compensation of only those damages and losses proved and actually arising as an immediate and direct consequence of the non-fulfillment of such obligations (if IR is at fault), for a maximum amount equal to the charges You paid for the Software that has caused the damages. This limitation shall not apply to damages for bodily injuries (including death) and damages to real property and tangible personal property for which IR is legally liable.

2. UNDER NO CIRCUMSTANCES IS IR, OR ANY OF ITS SOFTWARE DEVELOPERS, LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY: 1) LOSS OF, OR DAMAGE TO, DATA; 2) INCIDENTAL OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; 3) LOST PROFITS, EVEN IF THEY ARISE AS AN IMMEDIATE CONSEQUENCE OF THE EVENT THAT GENERATED THE DAMAGES; OR 4) LOSS OF BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.

3. The limitation and exclusion of liability herein agreed applies not only to the activities performed by IR but also to the activities performed by its suppliers and Software developers, and represents the maximum amount for which IR as well as its suppliers and Software developers, are collectively responsible. This limitation shall not apply to damages for bodily injuries (including death) and damages to real property and tangible personal property for which IR is legally liable.

(b) Governing Law (Section 17): *The following replaces the terms of this section in its entirety:*

This Agreement is governed by the laws of country in which you acquired the Software, without reference to conflict of laws provisions or the United Nations 1980 Convention on Contracts for the International Sale of Goods and any amendments thereto.

Germany and Austria

(a) Warranty (Section 9): *The following replaces the terms of this section in its entirety:*

IR warrants that the Software provides the functionalities set forth in the associated documentation ("Documented Functionalities") for the Limited Warranty Period following receipt of the Software when used on the recommended hardware configuration. Limited Warranty Period means one year if you are a business user and two years if you are not a business user. Non-substantial variation from the Documented Functionalities does not establish any warranty rights. THIS LIMITED WARRANTY DOES NOT APPLY TO SOFTWARE PROVIDED TO YOU FREE OF CHARGE (FOR EXAMPLE, UPDATES, BETA, PRE-RELEASE, EVALUATION, OR NOT FOR RESALE) OR SOFTWARE THAT HAS BEEN ALTERED BY YOU, TO THE EXTENT SUCH ALTERATION CAUSED A DEFECT. To make a warranty claim, you must return, at IR's expense, the Software and proof of purchase to the company from whom you obtained it. If the functionalities of the Software vary substantially from the agreed upon functionalities, IR is entitled, by way of re-performance and at its own discretion, to repair or replace the Software. If that fails, you are entitled to a reduction of the purchase price or to cancel the purchase agreement.

(b) Limitation of Liability (Section 11): *the following paragraph is added to this Section:*

The limitations and exclusions specified in this Section will not apply to damages caused by IR's intentional or by gross negligence. In addition, IR shall be responsible up to the amount of the typically foreseeable damages from any damage that has been caused by IR or its agents due to the slightly negligent breach of a material contractual duty. This limitation of liability shall apply to all damage claims, irrespective of the legal basis thereof and in particular, to any pre-contractual or auxiliary contractual claims. This limitation of liability shall not, however, apply to any mandatory statutory liability under the product liability act nor to any damage which is caused due to the breach of an express warranty to the extent the express warranty was intended to protect you from the specific damage incurred. This clause shall not be intended to limit liability where the extent of liability is provided by mandatory law.

(c) Governing Law (Section 17): *The following replaces the terms of this section in its entirety:*

This Agreement is governed by the laws of country in which you acquired the Software, without reference to conflict of laws provisions or the United Nations 1980 Convention on Contracts for the International Sale of Goods and any amendments thereto.

Italy

(a) Limitation of Liability (Section 11): *the following replaces the terms of this section in its entirety:*

Apart from damages arising out of gross negligence or willful misconduct for which IR may not limit its liability, IR's liability for direct and indirect damages related to the original or further defects of the Software, or related to the use or the nonuse of the Software or related to any case whatsoever for breach of the Agreement, shall be limited to the fees paid by you to IR for the Software or for the part of the Software upon which the damages were based.

(b) Governing Law (Section 17): *The following replaces the terms of this section in its entirety:*

This Agreement is governed by the laws of country in which you acquired the Software, without reference to conflict of laws provisions or the United Nations 1980 Convention on Contracts for the International Sale of Goods and any amendments thereto.

United Kingdom

(a) Governing Law (Section 17): *The following replaces the terms of this section in its entirety:*

This Agreement is governed by the laws of England and Wales, without reference to conflict of laws provisions or the United Nations 1980 Convention on Contracts for the International Sale of Goods and any amendments thereto. Notwithstanding any other provision in this Agreement, nothing in this Agreement shall create or confer (whether expressly or by implication) any rights or other benefits whether pursuant to the Contracts Rights of Third Parties) Act 1999 or otherwise in favor of any person not a party hereto.

This EULA is publically available at www.ir.com/eula

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