SOFTWARE LICENSE AGREEMENT

Thank you for selecting the Software offered by Zumasys. Please read this Agreement carefully.

By (1) clicking or otherwise indicating your electronic acceptance, (2) signing this Agreement, or (3) installing, accessing or using the Software, you (either personally or on behalf of an organization) accept all the terms and conditions of this Agreement.

If you do not agree with any of the provisions of this Agreement, do not indicate your acceptance of this Agreement, and do not install or use the Software.

1. Definitions.

"Computer" means a virtual or physical device that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions, including without limitation desktop computers, laptops, tablets, mobile devices, telecommunication devices, thin client terminals, internet-connected devices, and hardware products capable of operating a wide variety of productivity, entertainment, or other software applications. For purposes of this Agreement, "Computer" will also refer to a terminal server.

"**End User**" means the user or users who is/are permitted under a license to use the Software.

"**Licensee**" means you or the organization on whose behalf you entered into this Agreement.

"**Software**" means the Zumasys AccuTerm Cloud Client Software, including content, updates and new releases, for which the Licensee acquired use in accordance with this Agreement.

"Zumasys" means Zumasys, Inc., a California corporation.

2. Grant of License.

- 2.1 Subject to continuous compliance with this Agreement, Zumasys grants to Licensee a non-exclusive, revocable, transferable, limited right to install the Software on Licensee's Computers.
- 2.2 The foregoing license does not convey any rights of ownership in the Software. Zumasys reserves all rights not expressly granted in Section 2.1.

3. <u>Restrictions</u>.

- 3.1 The Software is owned by Zumasys and is protected by copyright, trade secret, and other intellectual property laws. Except as may be expressly permitted in Section 2 above, Licensee will not: (a) modify, adapt, alter, translate or create derivative works of the Software; (b) decompile, dissemble, reverse engineer, or otherwise attempt to derive source code or other nonpublic features, elements or data, of the Software; (c) probe, test, tamper with, defeat, disable or circumvent, any encryption, security measure, protocol or other protective mechanism related to the Software; (d) sell, sublicense, lease, or rent any portion of the Software, whether for profit or without charge; or (e) enable, encourage or allow anyone to do any of the foregoing.
- 3.2 Licensee may make copies of the Software for backup or archival purposes.
- 3.3 Licensee will not export the Software, directly or indirectly, in violation of applicable laws or regulations including, without limitation, U.S. export regulations or the laws of any other country from which the Software is shipped.
- 3.4 Licensee will not remove or modify any proprietary markings in or on the Software.
- 4. <u>Warranty Disclaimer</u>. THE SOFTWARE IS DELIVERED "AS IS" AND WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND. EXCEPT TO THE EXTENT ANY WARRANTY CANNOT BE EXCLUDED OR LIMITED BY LAW APPLICABLE IN YOUR JURISDICTION, ZUMASYS EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, NON-INFRINGEMENT, ACCURACY, RELIABILITY,

SECURITY OR COMPATIBILITY. ADDITIONALLY, ZUMASYS DOES NOT WARRANT THAT THE SOFTWARE IS FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, THEFT OR DESTRUCTION.

- 5. <u>Support and Maintenance</u>. Any support and maintenance will be performed subject to Licensee's payment at Zumasys' standard rates. Upgrades, including improvements and updates to the Software, may also be subject to the payment of an additional fee.
- 6. <u>Limitation of Liability</u>. SUBJECT TO APPLICABLE LAW, ZUMASYS AND ITS AGENTS WILL NOT BE LIABLE, WHETHER IN CONTRACT, TORT, OR
 OTHERWISE, FOR (A) INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL
 DAMAGES; OR (B) DAMAGES RELATING TO FAILURES OF
 TELECOMMUNICATIONS, THE INTERNET, ELECTRONIC COMMUNICATIONS,
 CORRUPTION, SECURITY, LOSS OR THEFT OF DATA, VIRUSES, SPYWARE, LOSS OF
 BUSINESS, REVENUE, PROFITS OR INVESTMENT, OR USE OF SOFTWARE OR HARDWARE
 THAT DOES NOT MEET ZUMASYS SYSTEM REQUIREMENTS. THE ABOVE LIMITATIONS
 APPLY REGARDLESS OF WHETHER ZUMASYS OR ITS
 AGENTS HAD KNOWLEDGE OF THE POSSIBILITY OF THE LOSS OR DAMAGE.
- 7. <u>U.S. Government Users</u>. If any agency or other division of the U.S. Government is the Licensee, the Software is provided with the license rights and restrictions described in this Agreement and any other legally required provisions of the United States government.
- 8. <u>Termination</u>. Zumasys may immediately terminate this Agreement, including the license to the Software, if Licensee fails to comply with any of the provisions of this Agreement or applicable laws. Upon any termination, Licensee must immediately stop using, uninstall and destroy all copies of the Software of all End Users and otherwise, except one archival copy may be retained for legal purposes only. Sections 3, 6, 8, 9 and 10 of this Agreement will survive and remain in effect even if this Agreement is terminated.
- 9. <u>Interpretation</u>. If an ambiguity or question of intent arises, this Agreement will be construed as if drafted jointly by the parties, and no presumption or burden of proof will favor or disfavor either party by virtue of authorship. All references to "including," "such as", or "for example" are intended to be interpreted in the broadest sense and without limitation.

- 10. Other Important Provisions. This Agreement (a) does not create any agency, partnership or joint venture; (b) embodies the entire understanding between the parties pertaining to the subject matter, and any additions or modifications to this Agreement must be made in writing and signed by both parties; (c) will inure to the benefit of and be binding upon the parties, their successors, and permitted assigns; (d) cannot be waived by failure to enforce any provision, except in writing; (e) will be construed according to the laws of the State of California, without giving effect to its conflict of laws provisions, and any action brought regarding this Agreement must be filed exclusively in the state or federal courts located in Orange County, California, U.S.A.; (f) will be construed as severable, so the invalidity or unenforceability of any provision will not affect the validity or enforceability of any other provision of this Agreement; and (g) has been entered into with the authority of Licensee and is legally binding on Licensee.
- **European Union Provisions.** Nothing included in this Agreement (including 11. Section 10) will limit any non-waivable right to decompile the Software that may be required under mandatory law. For example, if Licensee is located in the European Union (EU), Licensee may have the right upon certain conditions under applicable law to decompile the Software if it is necessary to do so in order to achieve interoperability of the Software with another software program, and Licensee has first asked Zumasys in writing to provide the information necessary to achieve such interoperability, and Zumasys has not made the information available. The decompilation may only be performed by Licensee. Zumasys has the right to impose reasonable conditions before providing the information. Any information supplied by Zumasys or obtained by Licensee, as permitted under this Section 11, may only be used by Licensee for the purpose described and may not be disclosed to any third party or used to create any software which is substantially similar to the expression of the Software, or used for any other act which infringes Zumasys or its licensors' copyright.
- 12. <u>Contact Information</u>. If there are questions about this Agreement, please contact Zumasys at:

Zumasys, Inc. 1050 Calle Amanecer, Suite A San Clemente, CA 92673 (949) 346-4228 -----

The AccuTerm 7 Cloud Client Plug-In was developed using the FireBreath crossplatform browser plug-in framework, subject to the following copyright and disclaimer:

Copyright (c) 2011, Richard Bateman and the FireBreath Development Team. All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

- Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
- Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
- Neither the name of Firebreath nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT HOLDER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.