

ClearCube Sentral Host Agent License Agreement

THIS SOFTWARE LICENSE AGREEMENT (THIS "AGREEMENT") SETS FORTH THE TERMS AND CONDITIONS ON WHICH CLEARCUBE TECHNOLOGY, INC. ("CLEARCUBE") IS WILLING TO ALLOW YOU (IF YOU ARE INSTALLING THE SOFTWARE ON YOUR OWN BEHALF) OR THE BUSINESS ENTITY THAT IS YOUR EMPLOYER (IF YOU ARE INSTALLING THE SOFTWARE IN YOUR CAPACITY AS AN EMPLOYEE OR AGENT OF A BUSINESS ENTITY) (IN EITHER CASE, "LICENSEE") TO ACCESS AND USE THE SENTRAL SOFTWARE ("SOFTWARE") THAT THIS AGREEMENT ACCOMPANIES (INCLUDING UPDATES, MODIFICATIONS OR NEW RELEASES OF SUCH SOFTWARE THAT MAY BE PROVIDED BY CLEARCUBE TO THE LICENSEE FROM TIME TO TIME) AND THE DOCUMENTATION PROVIDED WITH THE SOFTWARE TO EXPLAIN ITS OPERATION AND USE (THE "DOCUMENTATION"). THIS AGREEMENT IS A BINDING LEGAL AGREEMENT BETWEEN LICENSEE AND CLEARCUBE AND REPRESENTS THE ENTIRE UNDERSTANDING BETWEEN LICENSEE AND CLEARCUBE WITH REGARD TO THE SOFTWARE AND DOCUMENTATION. IF THIS AGREEMENT IS CONSIDERED TO BE AN OFFER BY CLEARCUBE, ACCEPTANCE IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS SET FORTH HEREIN.

BY CLICKING UPON THE "Yes" SELECTION IN ANSWER TO THE QUESTION "DO YOU ACCEPT ALL THE TERMS OF THE PRECEDING SOFTWARE LICENSE AGREEMENT?" YOU INDICATE THAT YOU INTEND YOUR ACT OF CLICKING UPON THE "Yes" SELECTION TO SERVE AS YOUR SIGNATURE TO THIS AGREEMENT AND TO HAVE THE SAME FORCE AND EFFECT AS THE USE OF A MANUAL SIGNATURE, AND IF YOU ARE INSTALLING THE SOFTWARE IN YOUR CAPACITY AS AN EMPLOYEE OR AGENT OF A BUSINESS ENTITY, YOU WARRANT THAT YOU ARE AUTHORIZED TO LEGALLY BIND SUCH ENTITY TO THIS AGREEMENT. IF LICENSEE DOES NOT AGREE TO OR CANNOT COMPLY WITH ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, (1) YOU MUST CLICK UPON THE "No" SELECTION IN ANSWER TO THE QUESTION "DO YOU ACCEPT ALL THE TERMS OF THE PRECEDING SOFTWARE LICENSE AGREEMENT?" AND (2) LICENSEE MUST RETURN THE SOFTWARE AND DOCUMENTATION AND PROOF OF PAYMENT TO CLEARCUBE WITHIN 30 DAYS OF FIRST ACQUIRING THE SOFTWARE, AND UPON TIMELY RECEIPT THEREOF, CLEARCUBE WILL PROVIDE LICENSEE A FULL REFUND OF AMOUNTS PAID BY LICENSEE FOR THE RIGHT TO ACCESS AND USE THE SOFTWARE.

1 Precedence

Any conflict or ambiguity between this Agreement and the Terms and Conditions of Sale (or any other agreement between Licensee and ClearCube) shall be resolved by giving precedence in the following order: (a) Agreement and (b) Terms and Conditions of Sale or other agreement. No terms, provisions or conditions of any purchase order, acknowledgement or other business form that Licensee may use in connection with the

acquisition or licensing of the Software will have any effect on the rights, duties or obligations of the parties under this Agreement, or otherwise modify this Agreement, regardless of any failure of ClearCube to object to such terms, provisions, or conditions.

2 Termination

2.1 Breach Incapable of Remedy - ClearCube shall have the right to terminate the Agreement upon written notice in the event Licensee (a) violates any provision of this agreement and fails to cure within thirty (30) days of receipt of notice; or (b) terminates or suspends its business; or (c) becomes subject to any bankruptcy or insolvency proceeding under Federal or state statute; or (d) becomes insolvent or becomes subject to direct control by a trustee, receiver or similar authority; or (e) discloses ClearCube confidential information.

2.2 Return of Software - In the event of termination by ClearCube pursuant to this section, Licensee will, within five (5) days after termination of the Agreement, (a) delete all copies of the Software installed on Licensee's Computers and (b) return to ClearCube all copies of the Software in Licensee's possession or, upon request by ClearCube, Licensee shall destroy all copies of the Software then in Licensee's possession or under Licensee's control and certify in writing to ClearCube that they have been destroyed.

2.3 Survival - Clauses 2.2 (Return of Software), 6 (Limitation of Liability), 11.3 (Assignment) and 11.4 (Audit) will survive termination of this Agreement.

3 License Terms and Conditions

3.1 Grant of License - In consideration of the license fees paid by Licensee to ClearCube under Section 3.2 and Licensee's agreement to abide by the terms and conditions of this Agreement, ClearCube grants Licensee a non-exclusive, non-sub-licensable, non-transferable license to install, access and use the Software in accordance with the Documentation, solely in object code format, solely in connection with and as necessary for the Licensee's authorized use of the ClearCube Sentral Software that accompanies this license. An individual Sentral License must be purchased for EACH Production Use end user station managed with the Software including Hot Spares.

3.2 License Fees - Are set forth in the ClearCube invoice for the Software and are exclusive of shipping, taxes and duties, which shall be paid by Licensee. If not otherwise specified, License fees are due and payable within 30 days of delivery of the Software, F.O.B. ClearCube's designated facility. Late payments will be subject to a late fee charge equal to 1.5% of the outstanding balance calculated on a monthly basis.

3.3 Warranty - The Software is provided "As Is" without any express or implied warranty of any kind including warranties of merchantability, non-infringement, or fitness for a particular purpose. Specifically, ClearCube does not warrant that the Software will be error free or will perform in an uninterrupted manner. To the maximum extent allowed by law, ClearCube specifically disclaims all implied warranties (even if ClearCube had been

informed of such purpose) with respect to the Software. No employee, agent, representative or affiliate of ClearCube has authority to bind ClearCube to any oral representations or warranty concerning the Software. Any written representation of warranty not expressly contained in this Agreement is unenforceable.

3.4 Media Backups - Upon installing the Software, Licensee may retain the media on which the Software is stored to be used by Licensee solely for backup purposes in accordance with this Agreement. In addition, Licensee may make one copy of the Software to be used by Licensee solely for backup purposes in the event the original Software media is damaged or destroyed. Licensee must reproduce and include the copyright notice and any other notices that appear on the original Software or any copies thereof. Licensee has no right to receive, use or examine any source code or design documentation relating to the Software.

4 Restrictions

Licensee shall not (and shall not allow any third party to) (a) except as provided in Section 3.4 above, copy the Software or Documentation, (b) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas or algorithms or file formats of the Software, (c) remove any product identification, copyright or other notices from the Software or Documentation, (d) copy, modify, sell, distribute, provide, lease, lend, use for timesharing or service bureau purposes or otherwise use or allow others to use the Software or Documentation to or for the benefit of third parties, (e) except as expressly specified in the Documentation, incorporate the Software into or with other software or (f) modify or create a derivative work of any part of the Software, (f) except as expressly allowed by this Agreement, Licensee will not use or disclose any Software or any related technology, ideas, algorithms or information except to the extent Licensee can document that such information is already part of the public domain. Licensee recognizes and agrees that there is no adequate remedy at law for a breach of this section, that such a breach would irreparably harm ClearCube, and that ClearCube is entitled to equitable relief (including, without limitation, injunctions, and without the posting of a bond) with respect to any such breach or potential breach in addition to any other remedies.

5 Ownership

As between the parties, ClearCube retains title to and ownership of and all proprietary rights with respect to the Software and all copies and portions thereof, and all copyrights with respect to the Documentation and all copies or portions thereof. All rights in the Software and documentation not expressly granted to Licensee in this Agreement are hereby reserved by ClearCube. The License does not constitute a sale of the Software or any portion or copy of it. ClearCube grants no express or implied right under ClearCube patents, copyrights, trademarks, or other intellectual property rights. If the Software has been delivered by ClearCube on physical media, ClearCube warrants the media to be free from physical defects for a period of ninety (90) days after delivery by ClearCube. If such a defect is found, return the media to ClearCube for replacement.

6 Limitation of Liability

In no event shall ClearCube (or any provider of any non-ClearCube application distributed with the Software) be liable for any damages whatsoever (including, without limitation, lost profits, business interruption, loss of data, cost of cover, indirect, special, incidental or consequential damages of any kind), arising out of the use of or inability to use the Software (or any non-ClearCube applications distributed with the Software) or in any way related to this Agreement, even if ClearCube has been advised of the possibility of such damages.

7 Compliance with Laws

This section applies if the Software contains encryption technology. The U.S. Dept. of Commerce Encryption regulations are applicable on all products imported to and exported from the United States and Puerto Rico. Additionally, imports and exports may be regulated by Government agencies in other countries. Licensee may not distribute, export, re-export or use the Software in violation of any applicable laws, regulations, orders or other restrictions.

8 U.S. Government Restricted Rights Legend

The Software and Documentation were developed at private expense and are provided with "Restricted Rights." Use, duplication, or disclosure by the Government is subject to restrictions as set forth in FAR52.227-19, its successor or applicable agency rights in technical data or computer software. In the event that this License, or any part thereof, is deemed inconsistent with the minimum rights identified in the Restricted Rights provisions, the minimum rights shall prevail.

9 Maintenance Service

ClearCube will provide Maintenance Service to Licensee pursuant to the specifications contained in a separate Software Maintenance and Support Agreement. The ability of ClearCube to provide Maintenance Service depends upon: Licensee installing all Updates as and when made available; and supplying all printouts, software, data and other information reasonably required to reproduce any reported errors or defects.

10 Licensee Responsibilities

Licensee shall treat all Updates, patches, fixes or other software programs delivered by Maintenance Service under the same terms defined in this license agreement and the Terms and Conditions of Sale. Unless otherwise authorized, Licensee shall not distribute such upgrades, patches, fixes or other software programs delivered by ClearCube hereunder to any third party. The Licensee shall not make any modifications to the Updates, patches, fixes or other software programs delivered by ClearCube hereunder, unless otherwise allowed under this Agreement or specifically allowed by ClearCube in writing.

11 General

11.1 Governing Law; Venue - This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Texas without regard to its conflict of laws rules. Any disputes related to this Agreement shall be

litigated in the state or Federal courts located in Travis County, Texas, and the parties hereby consent to jurisdiction in such venue.

11.2 Severability - If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

11.3 Assignment - The Licensee may not subcontract, assign, or transfer its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, without the prior written consent of ClearCube.

11.4 Audit – ClearCube may, at any time, audit Licensee to determine if the Software use complies with the provisions of this Agreement.

11.5 Copyright Acknowledgement - ActiveState, ActivePerl and PerlScript are trademarks of ActiveState Corporation.

Appendix

The definitions below supplement the definitions contained elsewhere in the Agreement:

"Computer" means personal computer (PC), workstation, terminal or other hardware device capable of executing the Software.

"Hot Spares" means Computers that are powered on, but not in service for the purpose of increasing availability.

"Maintenance Service" means Software maintenance and support services as specified in the separate Software Maintenance and Support Agreement.

"Non-Production Use" means Licensee's use for development, testing and/or quality assurance purposes only.

"Production Use" means any authorized use of the Software that is not explicitly encompassed by the definition of Non-Production Use. This includes all Computers acting as Hot Spares.

"Updates" means any subsequent release, solution, change or correction to the Software, supplied as part of Maintenance Service. Updates do NOT include any program, release, version or option that ClearCube licenses separately from the Software.

ClearCube Sentral Client Agent License Agreement

THIS SOFTWARE LICENSE AGREEMENT (THIS "AGREEMENT") SETS FORTH THE TERMS AND CONDITIONS ON WHICH CLEARCUBE TECHNOLOGY, INC.

("CLEARCUBE") IS WILLING TO ALLOW YOU (IF YOU ARE INSTALLING THE SOFTWARE ON YOUR OWN BEHALF) OR THE BUSINESS ENTITY THAT IS YOUR EMPLOYER (IF YOU ARE INSTALLING THE SOFTWARE IN YOUR CAPACITY AS AN EMPLOYEE OR AGENT OF A BUSINESS ENTITY) (IN EITHER CASE, "LICENSEE") TO ACCESS AND USE THE SENTRAL SOFTWARE ("SOFTWARE") THAT THIS AGREEMENT ACCOMPANIES (INCLUDING UPDATES, MODIFICATIONS OR NEW RELEASES OF SUCH SOFTWARE THAT MAY BE PROVIDED BY CLEARCUBE TO THE LICENSEE FROM TIME TO TIME) AND THE DOCUMENTATION PROVIDED WITH THE SOFTWARE TO EXPLAIN ITS OPERATION AND USE (THE "DOCUMENTATION"). THIS AGREEMENT IS A BINDING LEGAL AGREEMENT BETWEEN LICENSEE AND CLEARCUBE AND REPRESENTS THE ENTIRE UNDERSTANDING BETWEEN LICENSEE AND CLEARCUBE WITH REGARD TO THE SOFTWARE AND DOCUMENTATION. IF THIS AGREEMENT IS CONSIDERED TO BE AN OFFER BY CLEARCUBE, ACCEPTANCE IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS SET FORTH HEREIN.

BY CLICKING UPON THE "Yes" SELECTION IN ANSWER TO THE QUESTION "DO YOU ACCEPT ALL THE TERMS OF THE PRECEDING SOFTWARE LICENSE AGREEMENT?" YOU INDICATE THAT YOU INTEND YOUR ACT OF CLICKING UPON THE "Yes" SELECTION TO SERVE AS YOUR SIGNATURE TO THIS AGREEMENT AND TO HAVE THE SAME FORCE AND EFFECT AS THE USE OF A MANUAL SIGNATURE, AND IF YOU ARE INSTALLING THE SOFTWARE IN YOUR CAPACITY AS AN EMPLOYEE OR AGENT OF A BUSINESS ENTITY, YOU WARRANT THAT YOU ARE AUTHORIZED TO LEGALLY BIND SUCH ENTITY TO THIS AGREEMENT. IF LICENSEE DOES NOT AGREE TO OR CANNOT COMPLY WITH ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, (1) YOU MUST CLICK UPON THE "No" SELECTION IN ANSWER TO THE QUESTION "DO YOU ACCEPT ALL THE TERMS OF THE PRECEDING SOFTWARE LICENSE AGREEMENT?" AND (2) LICENSEE MUST RETURN THE SOFTWARE AND DOCUMENTATION AND PROOF OF PAYMENT TO CLEARCUBE WITHIN 30 DAYS OF FIRST ACQUIRING THE SOFTWARE, AND UPON TIMELY RECEIPT THEREOF, CLEARCUBE WILL PROVIDE LICENSEE A FULL REFUND OF AMOUNTS PAID BY LICENSEE FOR THE RIGHT TO ACCESS AND USE THE SOFTWARE.

1 Precedence

Any conflict or ambiguity between this Agreement and the Terms and Conditions of Sale (or any other agreement between Licensee and ClearCube) shall be resolved by giving precedence in the following order: (a) Agreement and (b) Terms and Conditions of Sale or other agreement. No terms, provisions or conditions of any purchase order, acknowledgement or other business form that Licensee may use in connection with the acquisition or licensing of the Software will have any effect on the rights, duties or obligations of the parties under this Agreement, or otherwise modify this Agreement, regardless of any failure of ClearCube to object to such terms, provisions, or conditions.

2 Termination

2.1 Breach Incapable of Remedy - ClearCube shall have the right to terminate the Agreement upon written notice in the event Licensee (a) violates any provision of this agreement and fails to cure within thirty (30) days of receipt of notice; or (b) terminates or suspends its business; or (c) becomes subject to any bankruptcy or insolvency proceeding under Federal or state statute; or (d) becomes insolvent or becomes subject to direct control by a trustee, receiver or similar authority; or (e) discloses ClearCube confidential information.

2.2 Return of Software - In the event of termination by ClearCube pursuant to this section, Licensee will, within five (5) days after termination of the Agreement, (a) delete all copies of the Software installed on Licensee's Computers and (b) return to ClearCube all copies of the Software in Licensee's possession or, upon request by ClearCube, Licensee shall destroy all copies of the Software then in Licensee's possession or under Licensee's control and certify in writing to ClearCube that they have been destroyed.

2.3 Survival - Clauses 2.2 (Return of Software), 6 (Limitation of Liability), 11.3 (Assignment) and 11.4 (Audit) will survive termination of this Agreement.

3 License Terms and Conditions

3.1 Grant of License - In consideration of the license fees paid by Licensee to ClearCube under Section 3.2 and Licensee's agreement to abide by the terms and conditions of this Agreement, ClearCube grants Licensee a non-exclusive, non-sub-licensable, non-transferable license to install, access and use the Software in accordance with the Documentation, solely in object code format, solely in connection with and as necessary for the Licensee's authorized use of the ClearCube Sentral Software that accompanies this license. An individual Sentral License must be purchased for EACH Production Use end user station managed with the Software including Hot Spares.

3.2 License Fees - Are set forth in the ClearCube invoice for the Software and are exclusive of shipping, taxes and duties, which shall be paid by Licensee. If not otherwise specified, License fees are due and payable within 30 days of delivery of the Software, F.O.B. ClearCube's designated facility. Late payments will be subject to a late fee charge equal to 1.5% of the outstanding balance calculated on a monthly basis.

3.3 Warranty - The Software is provided "As Is" without any express or implied warranty of any kind including warranties of merchantability, non-infringement, or fitness for a particular purpose. Specifically, ClearCube does not warrant that the Software will be error free or will perform in an uninterrupted manner. To the maximum extent allowed by law, ClearCube specifically disclaims all implied warranties (even if ClearCube had been informed of such purpose) with respect to the Software. No employee, agent, representative or affiliate of ClearCube has authority to bind ClearCube to any oral representations or warranty concerning the Software. Any written representation of warranty not expressly contained in this Agreement is unenforceable.

3.4 Media Backups - Upon installing the Software, Licensee may retain the media on which the Software is stored to be used by Licensee solely for backup purposes in accordance with this Agreement. In addition, Licensee may make one copy of the Software to be used by Licensee solely for backup purposes in the event the original Software media is damaged or destroyed. Licensee must reproduce and include the copyright notice and any other notices that appear on the original Software or any copies thereof. Licensee has no right to receive, use or examine any source code or design documentation relating to the Software.

4 Restrictions

Licensee shall not (and shall not allow any third party to) (a) except as provided in Section 3.4 above, copy the Software or Documentation, (b) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas or algorithms or file formats of the Software, (c) remove any product identification, copyright or other notices from the Software or Documentation, (d) copy, modify, sell, distribute, provide, lease, lend, use for timesharing or service bureau purposes or otherwise use or allow others to use the Software or Documentation to or for the benefit of third parties, (e) except as expressly specified in the Documentation, incorporate the Software into or with other software or (f) modify or create a derivative work of any part of the Software, (f) except as expressly allowed by this Agreement, Licensee will not use or disclose any Software or any related technology, ideas, algorithms or information except to the extent Licensee can document that such information is already part of the public domain. Licensee recognizes and agrees that there is no adequate remedy at law for a breach of this section, that such a breach would irreparably harm ClearCube, and that ClearCube is entitled to equitable relief (including, without limitation, injunctions, and without the posting of a bond) with respect to any such breach or potential breach in addition to any other remedies.

5 Ownership

As between the parties, ClearCube retains title to and ownership of and all proprietary rights with respect to the Software and all copies and portions thereof, and all copyrights with respect to the Documentation and all copies or portions thereof. All rights in the Software and documentation not expressly granted to Licensee in this Agreement are hereby reserved by ClearCube. The License does not constitute a sale of the Software or any portion or copy of it. ClearCube grants no express or implied right under ClearCube patents, copyrights, trademarks, or other intellectual property rights. If the Software has been delivered by ClearCube on physical media, ClearCube warrants the media to be free from physical defects for a period of ninety (90) days after delivery by ClearCube. If such a defect is found, return the media to ClearCube for replacement.

6 Limitation of Liability

In no event shall ClearCube (or any provider of any non-ClearCube application distributed with the Software) be liable for any damages whatsoever (including, without limitation, lost profits, business interruption, loss of data, cost of cover, indirect, special, incidental or consequential damages of any kind), arising out of the use of or inability to

use the Software (or any non-ClearCube applications distributed with the Software) or in any way related to this Agreement, even if ClearCube has been advised of the possibility of such damages.

7 Compliance with Laws

This section applies if the Software contains encryption technology. The U.S. Dept. of Commerce Encryption regulations are applicable on all products imported to and exported from the United States and Puerto Rico. Additionally, imports and exports may be regulated by Government agencies in other countries. Licensee may not distribute, export, re-export or use the Software in violation of any applicable laws, regulations, orders or other restrictions.

8 U.S. Government Restricted Rights Legend

The Software and Documentation were developed at private expense and are provided with "Restricted Rights." Use, duplication, or disclosure by the Government is subject to restrictions as set forth in FAR52.227-19, its successor or applicable agency rights in technical data or computer software. In the event that this License, or any part thereof, is deemed inconsistent with the minimum rights identified in the Restricted Rights provisions, the minimum rights shall prevail.

9 Maintenance Service

ClearCube will provide Maintenance Service to Licensee pursuant to the specifications contained in a separate Software Maintenance and Support Agreement. The ability of ClearCube to provide Maintenance Service depends upon: Licensee installing all Updates as and when made available; and supplying all printouts, software, data and other information reasonably required to reproduce any reported errors or defects.

10 Licensee Responsibilities

Licensee shall treat all Updates, patches, fixes or other software programs delivered by Maintenance Service under the same terms defined in this license agreement and the Terms and Conditions of Sale. Unless otherwise authorized, Licensee shall not distribute such upgrades, patches, fixes or other software programs delivered by ClearCube hereunder to any third party. The Licensee shall not make any modifications to the Updates, patches, fixes or other software programs delivered by ClearCube hereunder, unless otherwise allowed under this Agreement or specifically allowed by ClearCube in writing.

11 General

11.1 Governing Law; Venue - This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Texas without regard to its conflict of laws rules. Any disputes related to this Agreement shall be litigated in the state or Federal courts located in Travis County, Texas, and the parties hereby consent to jurisdiction in such venue.

11.2 Severability - If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

11.3 Assignment - The Licensee may not subcontract, assign, or transfer its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, without the prior written consent of ClearCube.

11.4 Audit – ClearCube may, at any time, audit Licensee to determine if the Software use complies with the provisions of this Agreement.

11.5 Copyright Acknowledgement - ActiveState, ActivePerl and PerlScript are trademarks of ActiveState Corporation.

Appendix

The definitions below supplement the definitions contained elsewhere in the Agreement:

"Computer" means personal computer (PC), workstation, terminal or other hardware device capable of executing the Software.

"Hot Spares" means Computers that are powered on, but not in service for the purpose of increasing availability.

"Maintenance Service" means Software maintenance and support services as specified in the separate Software Maintenance and Support Agreement.

"Non-Production Use" means Licensee's use for development, testing and/or quality assurance purposes only.

"Production Use" means any authorized use of the Software that is not explicitly encompassed by the definition of Non-Production Use. This includes all Computers acting as Hot Spares.

"Updates" means any subsequent release, solution, change or correction to the Software, supplied as part of Maintenance Service. Updates do NOT include any program, release, version or option that ClearCube licenses separately from the Software.

ClearCube Sentral Server License Agreement

THIS SOFTWARE LICENSE AGREEMENT (THIS "AGREEMENT") SETS FORTH THE TERMS AND CONDITIONS ON WHICH CLEARCUBE TECHNOLOGY, INC. ("CLEARCUBE") IS WILLING TO ALLOW YOU (IF YOU ARE INSTALLING THE SOFTWARE ON YOUR OWN BEHALF) OR THE BUSINESS ENTITY THAT IS

YOUR EMPLOYER (IF YOU ARE INSTALLING THE SOFTWARE IN YOUR CAPACITY AS AN EMPLOYEE OR AGENT OF A BUSINESS ENTITY) (IN EITHER CASE, "LICENSEE") TO ACCESS AND USE THE SENTRAL SOFTWARE ("SOFTWARE") THAT THIS AGREEMENT ACCOMPANIES (INCLUDING UPDATES, MODIFICATIONS OR NEW RELEASES OF SUCH SOFTWARE THAT MAY BE PROVIDED BY CLEARCUBE TO THE LICENSEE FROM TIME TO TIME) AND THE DOCUMENTATION PROVIDED WITH THE SOFTWARE TO EXPLAIN ITS OPERATION AND USE (THE "DOCUMENTATION"). THIS AGREEMENT IS A BINDING LEGAL AGREEMENT BETWEEN LICENSEE AND CLEARCUBE AND REPRESENTS THE ENTIRE UNDERSTANDING BETWEEN LICENSEE AND CLEARCUBE WITH REGARD TO THE SOFTWARE AND DOCUMENTATION. IF THIS AGREEMENT IS CONSIDERED TO BE AN OFFER BY CLEARCUBE, ACCEPTANCE IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS SET FORTH HEREIN.

BY CLICKING UPON THE "Yes" SELECTION IN ANSWER TO THE QUESTION "DO YOU ACCEPT ALL THE TERMS OF THE PRECEDING SOFTWARE LICENSE AGREEMENT?" YOU INDICATE THAT YOU INTEND YOUR ACT OF CLICKING UPON THE "Yes" SELECTION TO SERVE AS YOUR SIGNATURE TO THIS AGREEMENT AND TO HAVE THE SAME FORCE AND EFFECT AS THE USE OF A MANUAL SIGNATURE, AND IF YOU ARE INSTALLING THE SOFTWARE IN YOUR CAPACITY AS AN EMPLOYEE OR AGENT OF A BUSINESS ENTITY, YOU WARRANT THAT YOU ARE AUTHORIZED TO LEGALLY BIND SUCH ENTITY TO THIS AGREEMENT. IF LICENSEE DOES NOT AGREE TO OR CANNOT COMPLY WITH ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, (1) YOU MUST CLICK UPON THE "No" SELECTION IN ANSWER TO THE QUESTION "DO YOU ACCEPT ALL THE TERMS OF THE PRECEDING SOFTWARE LICENSE AGREEMENT?" AND (2) LICENSEE MUST RETURN THE SOFTWARE AND DOCUMENTATION AND PROOF OF PAYMENT TO CLEARCUBE WITHIN 30 DAYS OF FIRST ACQUIRING THE SOFTWARE, AND UPON TIMELY RECEIPT THEREOF, CLEARCUBE WILL PROVIDE LICENSEE A FULL REFUND OF AMOUNTS PAID BY LICENSEE FOR THE RIGHT TO ACCESS AND USE THE SOFTWARE.

1 Precedence

Any conflict or ambiguity between this Agreement and the Terms and Conditions of Sale (or any other agreement between Licensee and ClearCube) shall be resolved by giving precedence in the following order: (a) Agreement and (b) Terms and Conditions of Sale or other agreement. No terms, provisions or conditions of any purchase order, acknowledgement or other business form that Licensee may use in connection with the acquisition or licensing of the Software will have any effect on the rights, duties or obligations of the parties under this Agreement, or otherwise modify this Agreement, regardless of any failure of ClearCube to object to such terms, provisions, or conditions.

2 Termination

2.1 Breach Incapable of Remedy - ClearCube shall have the right to terminate the Agreement upon written notice in the event Licensee (a) violates any provision of this agreement and fails to cure within thirty (30) days of receipt of notice; or (b) terminates or suspends its business; or (c) becomes subject to any bankruptcy or insolvency proceeding under Federal or state statute; or (d) becomes insolvent or becomes subject to direct control by a trustee, receiver or similar authority; or (e) discloses ClearCube confidential information.

2.2 Return of Software - In the event of termination by ClearCube pursuant to this section, Licensee will, within five (5) days after termination of the Agreement, (a) delete all copies of the Software installed on Licensee's Computers and (b) return to ClearCube all copies of the Software in Licensee's possession or, upon request by ClearCube, Licensee shall destroy all copies of the Software then in Licensee's possession or under Licensee's control and certify in writing to ClearCube that they have been destroyed.

2.3 Survival - Clauses 2.2 (Return of Software), 6 (Limitation of Liability), 11.3 (Assignment) and 11.4 (Audit) will survive termination of this Agreement.

3 License Terms and Conditions

3.1 Grant of License - In consideration of the license fees paid by Licensee to ClearCube under Section 3.2 and Licensee's agreement to abide by the terms and conditions of this Agreement, ClearCube grants Licensee a non-exclusive, non-sub-licensable, non-transferable license to install, access and use the Software in accordance with the Documentation, solely in object code format, solely in connection with and as necessary for the Licensee's authorized use of the ClearCube Sentral Software that accompanies this license. An individual Sentral License must be purchased for EACH Production Use end user station managed with the Software including Hot Spares.

3.2 License Fees - Are set forth in the ClearCube invoice for the Software and are exclusive of shipping, taxes and duties, which shall be paid by Licensee. If not otherwise specified, License fees are due and payable within 30 days of delivery of the Software, F.O.B. ClearCube's designated facility. Late payments will be subject to a late fee charge equal to 1.5% of the outstanding balance calculated on a monthly basis.

3.3 Warranty - The Software is provided "As Is" without any express or implied warranty of any kind including warranties of merchantability, non-infringement, or fitness for a particular purpose. Specifically, ClearCube does not warrant that the Software will be error free or will perform in an uninterrupted manner. To the maximum extent allowed by law, ClearCube specifically disclaims all implied warranties (even if ClearCube had been informed of such purpose) with respect to the Software. No employee, agent, representative or affiliate of ClearCube has authority to bind ClearCube to any oral representations or warranty concerning the Software. Any written representation of warranty not expressly contained in this Agreement is unenforceable.

3.4 Media Backups - Upon installing the Software, Licensee may retain the media on which the Software is stored to be used by Licensee solely for backup purposes in accordance with this Agreement. In addition, Licensee may make one copy of the Software to be used by Licensee solely for backup purposes in the event the original Software media is damaged or destroyed. Licensee must reproduce and include the copyright notice and any other notices that appear on the original Software or any copies thereof. Licensee has no right to receive, use or examine any source code or design documentation relating to the Software.

4 Restrictions

Licensee shall not (and shall not allow any third party to) (a) except as provided in Section 3.4 above, copy the Software or Documentation, (b) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas or algorithms or file formats of the Software, (c) remove any product identification, copyright or other notices from the Software or Documentation, (d) copy, modify, sell, distribute, provide, lease, lend, use for timesharing or service bureau purposes or otherwise use or allow others to use the Software or Documentation to or for the benefit of third parties, (e) except as expressly specified in the Documentation, incorporate the Software into or with other software or (f) modify or create a derivative work of any part of the Software, (f) except as expressly allowed by this Agreement, Licensee will not use or disclose any Software or any related technology, ideas, algorithms or information except to the extent Licensee can document that such information is already part of the public domain. Licensee recognizes and agrees that there is no adequate remedy at law for a breach of this section, that such a breach would irreparably harm ClearCube, and that ClearCube is entitled to equitable relief (including, without limitation, injunctions, and without the posting of a bond) with respect to any such breach or potential breach in addition to any other remedies.

5 Ownership

As between the parties, ClearCube retains title to and ownership of and all proprietary rights with respect to the Software and all copies and portions thereof, and all copyrights with respect to the Documentation and all copies or portions thereof. All rights in the Software and documentation not expressly granted to Licensee in this Agreement are hereby reserved by ClearCube. The License does not constitute a sale of the Software or any portion or copy of it. ClearCube grants no express or implied right under ClearCube patents, copyrights, trademarks, or other intellectual property rights. If the Software has been delivered by ClearCube on physical media, ClearCube warrants the media to be free from physical defects for a period of ninety (90) days after delivery by ClearCube. If such a defect is found, return the media to ClearCube for replacement.

6 Limitation of Liability

In no event shall ClearCube (or any provider of any non-ClearCube application distributed with the Software) be liable for any damages whatsoever (including, without limitation, lost profits, business interruption, loss of data, cost of cover, indirect, special, incidental or consequential damages of any kind), arising out of the use of or inability to use the Software (or any non-ClearCube applications distributed with the Software) or in

any way related to this Agreement, even if ClearCube has been advised of the possibility of such damages.

7 Compliance with Laws

This section applies if the Software contains encryption technology. The U.S. Dept. of Commerce Encryption regulations are applicable on all products imported to and exported from the United States and Puerto Rico. Additionally, imports and exports may be regulated by Government agencies in other countries. Licensee may not distribute, export, re-export or use the Software in violation of any applicable laws, regulations, orders or other restrictions.

8 U.S. Government Restricted Rights Legend

The Software and Documentation were developed at private expense and are provided with "Restricted Rights." Use, duplication, or disclosure by the Government is subject to restrictions as set forth in FAR52.227-19, its successor or applicable agency rights in technical data or computer software. In the event that this License, or any part thereof, is deemed inconsistent with the minimum rights identified in the Restricted Rights provisions, the minimum rights shall prevail.

9 Maintenance Service

ClearCube will provide Maintenance Service to Licensee pursuant to the specifications contained in a separate Software Maintenance and Support Agreement. The ability of ClearCube to provide Maintenance Service depends upon: Licensee installing all Updates as and when made available; and supplying all printouts, software, data and other information reasonably required to reproduce any reported errors or defects.

10 Licensee Responsibilities

Licensee shall treat all Updates, patches, fixes or other software programs delivered by Maintenance Service under the same terms defined in this license agreement and the Terms and Conditions of Sale. Unless otherwise authorized, Licensee shall not distribute such upgrades, patches, fixes or other software programs delivered by ClearCube hereunder to any third party. The Licensee shall not make any modifications to the Updates, patches, fixes or other software programs delivered by ClearCube hereunder, unless otherwise allowed under this Agreement or specifically allowed by ClearCube in writing.

11 General

11.1 Governing Law; Venue - This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Texas without regard to its conflict of laws rules. Any disputes related to this Agreement shall be litigated in the state or Federal courts located in Travis County, Texas, and the parties hereby consent to jurisdiction in such venue.

11.2 Severability - If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

11.3 Assignment - The Licensee may not subcontract, assign, or transfer its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, without the prior written consent of ClearCube.

11.4 Audit – ClearCube may, at any time, audit Licensee to determine if the Software use complies with the provisions of this Agreement.

11.5 Copyright Acknowledgement - ActiveState, ActivePerl and PerlScript are trademarks of ActiveState Corporation.

Appendix

The definitions below supplement the definitions contained elsewhere in the Agreement:

"Computer" means personal computer (PC), workstation, terminal or other hardware device capable of executing the Software.

"Hot Spares" means Computers that are powered on, but not in service for the purpose of increasing availability.

"Maintenance Service" means Software maintenance and support services as specified in the separate Software Maintenance and Support Agreement.

"Non-Production Use" means Licensee's use for development, testing and/or quality assurance purposes only.

"Production Use" means any authorized use of the Software that is not explicitly encompassed by the definition of Non-Production Use. This includes all Computers acting as Hot Spares.

"Updates" means any subsequent release, solution, change or correction to the Software, supplied as part of Maintenance Service. Updates do NOT include any program, release, version or option that ClearCube licenses separately from the Software.

ClearCube Sentral Console License Agreement

THIS SOFTWARE LICENSE AGREEMENT (THIS "AGREEMENT") SETS FORTH THE TERMS AND CONDITIONS ON WHICH CLEARCUBE TECHNOLOGY, INC. ("CLEARCUBE") IS WILLING TO ALLOW YOU (IF YOU ARE INSTALLING THE SOFTWARE ON YOUR OWN BEHALF) OR THE BUSINESS ENTITY THAT IS YOUR EMPLOYER (IF YOU ARE INSTALLING THE SOFTWARE IN YOUR

CAPACITY AS AN EMPLOYEE OR AGENT OF A BUSINESS ENTITY) (IN EITHER CASE, "LICENSEE") TO ACCESS AND USE THE SENTRAL SOFTWARE ("SOFTWARE") THAT THIS AGREEMENT ACCOMPANIES (INCLUDING UPDATES, MODIFICATIONS OR NEW RELEASES OF SUCH SOFTWARE THAT MAY BE PROVIDED BY CLEARCUBE TO THE LICENSEE FROM TIME TO TIME) AND THE DOCUMENTATION PROVIDED WITH THE SOFTWARE TO EXPLAIN ITS OPERATION AND USE (THE "DOCUMENTATION"). THIS AGREEMENT IS A BINDING LEGAL AGREEMENT BETWEEN LICENSEE AND CLEARCUBE AND REPRESENTS THE ENTIRE UNDERSTANDING BETWEEN LICENSEE AND CLEARCUBE WITH REGARD TO THE SOFTWARE AND DOCUMENTATION. IF THIS AGREEMENT IS CONSIDERED TO BE AN OFFER BY CLEARCUBE, ACCEPTANCE IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS SET FORTH HEREIN.

BY CLICKING UPON THE "Yes" SELECTION IN ANSWER TO THE QUESTION "DO YOU ACCEPT ALL THE TERMS OF THE PRECEDING SOFTWARE LICENSE AGREEMENT?" YOU INDICATE THAT YOU INTEND YOUR ACT OF CLICKING UPON THE "Yes" SELECTION TO SERVE AS YOUR SIGNATURE TO THIS AGREEMENT AND TO HAVE THE SAME FORCE AND EFFECT AS THE USE OF A MANUAL SIGNATURE, AND IF YOU ARE INSTALLING THE SOFTWARE IN YOUR CAPACITY AS AN EMPLOYEE OR AGENT OF A BUSINESS ENTITY, YOU WARRANT THAT YOU ARE AUTHORIZED TO LEGALLY BIND SUCH ENTITY TO THIS AGREEMENT. IF LICENSEE DOES NOT AGREE TO OR CANNOT COMPLY WITH ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, (1) YOU MUST CLICK UPON THE "No" SELECTION IN ANSWER TO THE QUESTION "DO YOU ACCEPT ALL THE TERMS OF THE PRECEDING SOFTWARE LICENSE AGREEMENT?" AND (2) LICENSEE MUST RETURN THE SOFTWARE AND DOCUMENTATION AND PROOF OF PAYMENT TO CLEARCUBE WITHIN 30 DAYS OF FIRST ACQUIRING THE SOFTWARE, AND UPON TIMELY RECEIPT THEREOF, CLEARCUBE WILL PROVIDE LICENSEE A FULL REFUND OF AMOUNTS PAID BY LICENSEE FOR THE RIGHT TO ACCESS AND USE THE SOFTWARE.

1 Precedence

Any conflict or ambiguity between this Agreement and the Terms and Conditions of Sale (or any other agreement between Licensee and ClearCube) shall be resolved by giving precedence in the following order: (a) Agreement and (b) Terms and Conditions of Sale or other agreement. No terms, provisions or conditions of any purchase order, acknowledgement or other business form that Licensee may use in connection with the acquisition or licensing of the Software will have any effect on the rights, duties or obligations of the parties under this Agreement, or otherwise modify this Agreement, regardless of any failure of ClearCube to object to such terms, provisions, or conditions.

2 Termination

2.1 Breach Incapable of Remedy - ClearCube shall have the right to terminate the Agreement upon written notice in the event Licensee (a) violates any provision of this agreement and fails to cure within thirty (30) days of receipt of notice; or (b) terminates or suspends its business; or (c) becomes subject to any bankruptcy or insolvency proceeding under Federal or state statute; or (d) becomes insolvent or becomes subject to direct control by a trustee, receiver or similar authority; or (e) discloses ClearCube confidential information.

2.2 Return of Software - In the event of termination by ClearCube pursuant to this section, Licensee will, within five (5) days after termination of the Agreement, (a) delete all copies of the Software installed on Licensee's Computers and (b) return to ClearCube all copies of the Software in Licensee's possession or, upon request by ClearCube, Licensee shall destroy all copies of the Software then in Licensee's possession or under Licensee's control and certify in writing to ClearCube that they have been destroyed.

2.3 Survival - Clauses 2.2 (Return of Software), 6 (Limitation of Liability), 11.3 (Assignment) and 11.4 (Audit) will survive termination of this Agreement.

3 License Terms and Conditions

3.1 Grant of License - In consideration of the license fees paid by Licensee to ClearCube under Section 3.2 and Licensee's agreement to abide by the terms and conditions of this Agreement, ClearCube grants Licensee a non-exclusive, non-sub-licensable, non-transferable license to install, access and use the Software in accordance with the Documentation, solely in object code format, solely in connection with and as necessary for the Licensee's authorized use of the ClearCube Sentral Software that accompanies this license. An individual Sentral License must be purchased for EACH Production Use end user station managed with the Software including Hot Spares.

3.2 License Fees - Are set forth in the ClearCube invoice for the Software and are exclusive of shipping, taxes and duties, which shall be paid by Licensee. If not otherwise specified, License fees are due and payable within 30 days of delivery of the Software, F.O.B. ClearCube's designated facility. Late payments will be subject to a late fee charge equal to 1.5% of the outstanding balance calculated on a monthly basis.

3.3 Warranty - The Software is provided "As Is" without any express or implied warranty of any kind including warranties of merchantability, non-infringement, or fitness for a particular purpose. Specifically, ClearCube does not warrant that the Software will be error free or will perform in an uninterrupted manner. To the maximum extent allowed by law, ClearCube specifically disclaims all implied warranties (even if ClearCube had been informed of such purpose) with respect to the Software. No employee, agent, representative or affiliate of ClearCube has authority to bind ClearCube to any oral representations or warranty concerning the Software. Any written representation of warranty not expressly contained in this Agreement is unenforceable.

3.4 Media Backups - Upon installing the Software, Licensee may retain the media on which the Software is stored to be used by Licensee solely for backup purposes in accordance with this Agreement. In addition, Licensee may make one copy of the Software to be used by Licensee solely for backup purposes in the event the original Software media is damaged or destroyed. Licensee must reproduce and include the copyright notice and any other notices that appear on the original Software or any copies thereof. Licensee has no right to receive, use or examine any source code or design documentation relating to the Software.

4 Restrictions

Licensee shall not (and shall not allow any third party to) (a) except as provided in Section 3.4 above, copy the Software or Documentation, (b) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas or algorithms or file formats of the Software, (c) remove any product identification, copyright or other notices from the Software or Documentation, (d) copy, modify, sell, distribute, provide, lease, lend, use for timesharing or service bureau purposes or otherwise use or allow others to use the Software or Documentation to or for the benefit of third parties, (e) except as expressly specified in the Documentation, incorporate the Software into or with other software or (f) modify or create a derivative work of any part of the Software, (f) except as expressly allowed by this Agreement, Licensee will not use or disclose any Software or any related technology, ideas, algorithms or information except to the extent Licensee can document that such information is already part of the public domain. Licensee recognizes and agrees that there is no adequate remedy at law for a breach of this section, that such a breach would irreparably harm ClearCube, and that ClearCube is entitled to equitable relief (including, without limitation, injunctions, and without the posting of a bond) with respect to any such breach or potential breach in addition to any other remedies.

5 Ownership

As between the parties, ClearCube retains title to and ownership of and all proprietary rights with respect to the Software and all copies and portions thereof, and all copyrights with respect to the Documentation and all copies or portions thereof. All rights in the Software and documentation not expressly granted to Licensee in this Agreement are hereby reserved by ClearCube. The License does not constitute a sale of the Software or any portion or copy of it. ClearCube grants no express or implied right under ClearCube patents, copyrights, trademarks, or other intellectual property rights. If the Software has been delivered by ClearCube on physical media, ClearCube warrants the media to be free from physical defects for a period of ninety (90) days after delivery by ClearCube. If such a defect is found, return the media to ClearCube for replacement.

6 Limitation of Liability

In no event shall ClearCube (or any provider of any non-ClearCube application distributed with the Software) be liable for any damages whatsoever (including, without limitation, lost profits, business interruption, loss of data, cost of cover, indirect, special, incidental or consequential damages of any kind), arising out of the use of or inability to use the Software (or any non-ClearCube applications distributed with the Software) or in

any way related to this Agreement, even if ClearCube has been advised of the possibility of such damages.

7 Compliance with Laws

This section applies if the Software contains encryption technology. The U.S. Dept. of Commerce Encryption regulations are applicable on all products imported to and exported from the United States and Puerto Rico. Additionally, imports and exports may be regulated by Government agencies in other countries. Licensee may not distribute, export, re-export or use the Software in violation of any applicable laws, regulations, orders or other restrictions.

8 U.S. Government Restricted Rights Legend

The Software and Documentation were developed at private expense and are provided with "Restricted Rights." Use, duplication, or disclosure by the Government is subject to restrictions as set forth in FAR52.227-19, its successor or applicable agency rights in technical data or computer software. In the event that this License, or any part thereof, is deemed inconsistent with the minimum rights identified in the Restricted Rights provisions, the minimum rights shall prevail.

9 Maintenance Service

ClearCube will provide Maintenance Service to Licensee pursuant to the specifications contained in a separate Software Maintenance and Support Agreement. The ability of ClearCube to provide Maintenance Service depends upon: Licensee installing all Updates as and when made available; and supplying all printouts, software, data and other information reasonably required to reproduce any reported errors or defects.

10 Licensee Responsibilities

Licensee shall treat all Updates, patches, fixes or other software programs delivered by Maintenance Service under the same terms defined in this license agreement and the Terms and Conditions of Sale. Unless otherwise authorized, Licensee shall not distribute such upgrades, patches, fixes or other software programs delivered by ClearCube hereunder to any third party. The Licensee shall not make any modifications to the Updates, patches, fixes or other software programs delivered by ClearCube hereunder, unless otherwise allowed under this Agreement or specifically allowed by ClearCube in writing.

11 General

11.1 Governing Law; Venue - This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Texas without regard to its conflict of laws rules. Any disputes related to this Agreement shall be litigated in the state or Federal courts located in Travis County, Texas, and the parties hereby consent to jurisdiction in such venue.

11.2 Severability - If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

11.3 Assignment - The Licensee may not subcontract, assign, or transfer its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, without the prior written consent of ClearCube.

11.4 Audit – ClearCube may, at any time, audit Licensee to determine if the Software use complies with the provisions of this Agreement.

11.5 Copyright Acknowledgement - ActiveState, ActivePerl and PerlScript are trademarks of ActiveState Corporation.

Appendix

The definitions below supplement the definitions contained elsewhere in the Agreement:

"Computer" means personal computer (PC), workstation, terminal or other hardware device capable of executing the Software.

"Hot Spares" means Computers that are powered on, but not in service for the purpose of increasing availability.

"Maintenance Service" means Software maintenance and support services as specified in the separate Software Maintenance and Support Agreement.

"Non-Production Use" means Licensee's use for development, testing and/or quality assurance purposes only.

"Production Use" means any authorized use of the Software that is not explicitly encompassed by the definition of Non-Production Use. This includes all Computers acting as Hot Spares.

"Updates" means any subsequent release, solution, change or correction to the Software, supplied as part of Maintenance Service. Updates do NOT include any program, release, version or option that ClearCube licenses separately from the Software.