

## ClearCube Sentral Console License Agreement

This Software License Agreement ("Agreement") is between the Customer, and the GSA Multiple Award Schedule (MAS) Contractor acting on behalf of ClearCube Technology, Inc. with its principal place of business at 1505 Volta Dr Suite 100, Leander, TX 78641, US. This Agreement governs the Customer's use of the ClearCube software (the "Licensed Software") and the ClearCube documentation made available for use with such software. "You" and "Customer" mean the Government Customer (Agency) who, under the GSA Schedule Contracts, is the "Ordering Activity," which is defined as an "entity authorized to order under GSA Schedule Contracts" as defined in GSA Order OGP 4800.21, as may be revised from time to time.

### 1 Reserved

### 2 Termination

2.1 Termination of this agreement or any order under this agreement shall be governed by the MAS contract.

2.2 Return of Software - In the event of termination 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, except for archived backup copies of Software 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), and 11.4 (Audit) will survive termination of this Agreement.

### 3 License Terms and Conditions

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#### 11 General

11.1 Governing Law; - The validity, interpretation and enforcement of agreement will be governed by and construed in accordance with the federal laws of the United States.

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 Reserved.

11.4 Audit - The GSA MAS Contractor, or its duly appointed Designee may, audit Licensee to determine if the Software use complies with the provisions of this Agreement. Any such audit shall be contingent upon adherence to End User's security requirements, including any requirement for personnel to be cleared prior to accessing sensitive IT systems or facilities. The GSA MAS Contractor shall give End User thirty days written notice of any requested audit. If End User's security requirements are not met, then upon the GSA MAS Contractor's request, End User will run a self-assessment with tools provided by, and at the direction of the GSA MAS Contractor to verify End User's compliance with the terms 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 one (1) personal computer (PC), workstation, terminal or other hardware device capable of executing the Software.

"Confidential Information" means any information that is treated as confidential by ClearCube, including trade secrets, technology, proprietary information and information pertaining to business operations and strategies, and information pertaining to customers, pricing and marketing, in each case to the extent it is: (a) if in tangible form, marked as confidential; or (b) otherwise, identified at the time of disclosure as confidential. Without limiting the foregoing, Confidential Information does not include information that Licensee can demonstrate by documentation: (i) was already known to Licensee without restriction on use or disclosure prior to receipt of such information directly or indirectly from or on behalf of ClearCube; (ii) was or is independently developed by the Licensee without reference to or use of any of the ClearCube's Confidential Information; (iii) was or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Licensee or any of its representatives; or (iv) was received by the Licensee from a third party who was not, at the time, under any obligation to the ClearCube or any other person to maintain the confidentiality of such information.

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

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