

Resolve Systems, LLC
Pilot Program Terms and Conditions

THE LICENSED PRODUCT (AS DEFINED BELOW) IS PROVIDED UNDER THE FOLLOWING TERMS AND CONDITIONS AND ANY SUPPLEMENTAL TERMS REFERENCED BELOW AND ANY RIGHT TO USE THE LICENSED PRODUCT IS CONDITIONED UPON ACCEPTANCE OF THESE TERMS AND CONDITIONS.

1. SCOPE.

These Pilot Program Terms and Conditions (the “**Terms and Conditions**”) form a part of the Pilot Program Agreement (the “**Agreement**”) between Resolve Systems, LLC, an Illinois limited liability company (“**Resolve Systems**”) and the Licensee identified therein. These Terms and Conditions govern the use of the Licensed Product during the Term by the Licensee. Capitalized terms used in these Terms and Conditions not otherwise defined elsewhere herein shall have the meaning as set forth below.

2. DEFINITIONS.

2.1 “**Affiliate**” means any entity which directly or indirectly controls, is controlled by or is under common control with the subject entity. Control (as used in the preceding sentence) means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

2.2 “**Authorized User**” means Licensee’s employees or authorized contractors (a) whose duties require access to or use of the Licensed Product or Confidential Information for the benefit of that party; and (b) whose legal obligations to protect confidential and proprietary information require protection of the Licensed Product and Confidential Information to at least the same extent as set out in these Terms and Conditions. For clarity, Licensee shall not appoint a third party as an Authorized User without the express prior written consent of Resolve Systems.

2.3 “**License Fee**” means the fee payable by Licensee for use of the Licensed Product, as set forth in the Agreement.

2.4 “**Licensed Product**” means: (a) the software, scripts, checkers and other files comprising the Resolve® software platform and related components (the “**Software**”); (b) any authorization keys and passwords that Resolve Systems may deliver to Licensee from time to time in order to operate such software; (c) all related user documentation, in written, electronic or other format, which describes the Software and its operation and which Resolve Systems makes generally available to its licensed Licensees for use with the Licensed Product (“**Documentation**”); and (d) all updates, upgrade, bug fixes, patches and other modifications to the foregoing items provided by Resolve Systems.

2.5 “**Licensee**” means the entity identified in the Agreement.

2.6 “**Scope of Use**” means the limitations on the authorized use of the Licensed Product as set forth in the Agreement.

2.7 “**Term**” means the period of use of the Licensed Product, as set forth in the Agreement.

3. LICENSE.

3.1 Limited Rights. Subject to Licensee’s compliance with the terms and conditions of these Terms and Conditions and the Agreement, Resolve Systems grants Licensee a nonexclusive, non-transferable license, solely during the Term, to use and operate the Licensed Product, solely within the Scope of Use. The license to use the Licensed Product granted hereunder excludes production or commercial use of the Licensed Product unless expressly authorized in writing by Resolve Systems prior thereto. Any breach of this Section 3.1 shall constitute a material breach of the Agreement and as a result thereof Resolve Systems may, at its election, immediately terminate all license rights to the Licensed Product granted hereunder.

3.2 Conditions. The Licensed Product is the proprietary information of Resolve Systems or its suppliers who retain exclusive title to their intellectual property rights in the Licensed Product. Licensee’s rights to the Licensed Product are limited to those expressly granted above and Resolve Systems reserves all rights not expressly granted in these Terms and Conditions. Any ambiguity in the scope of Licensee’s rights with respect to the Licensed Product will be resolved in Resolve Systems’ favor. The rights granted to Licensee herein are conditional upon Licensee’s compliance with the following obligations, except as expressly authorized in these Terms and Conditions or the Agreement or in writing executed by Resolve Systems prior to any such use: (a) Licensee will not copy the Licensed Products or Documentation, in whole or in part; (b) Licensee will not transfer, assign, lease, lend or rent the Licensed Products or Documentation, use them to provide service

bureau, time-sharing or other services, or otherwise provide or make the functionality thereof available to third parties; (c) Licensee will not disassemble, decompile, reverse engineer, modify or create derivative works of Licensed Products or Documentation nor permit any third party to do so, except to the extent such restrictions are prohibited by applicable mandatory local law; (d) Licensee will not allow access or use of the Licensed Product by, and will not display the Licensed Product's user interfaces to, anyone other than the Authorized Users; (e) Licensee will not disclose to any third party any comparison of the results of operation of Resolve Systems' products with other products; (f) Licensee will not delete or in any manner alter the copyright, trademark or other proprietary rights notices appearing on the Licensed Product as delivered by Resolve Systems. Licensee will reproduce such notices on all copies Licensee is authorized to make of the Licensed Product; (g) Licensee will not run or operate the Licensed Product or try to access the Results once the Term expires; (h) when the Term expires, Licensee will delete from its systems all copies of the Licensed Product in all forms and types of media; and (i) Licensee will ensure that any of its employees with whom Licensee shares information about the Licensed Product and Results all comply with the obligations set out in these Terms and Conditions.

3.3 Licensee may not use the results of operating the Licensed Product to correct any bugs or defects in Licensee's other proprietary or licensed software.

3.4 Pre-Release Licensed Product. Where Licensed Product includes Resolve Systems software not yet available to the public (each, a "**Beta Product**"), provided Licensee is made aware of such Beta Product prior to its being made available to Licensee, Licensee acknowledges that: (a) the Beta Product may not be or ever become an official product and may not have been commercially released by Resolve Systems; (b) the Beta Product may not be in final form or fully functional and may contain errors, design flaws or other problems; (c) it may not be possible to make the Beta Product fully functional; (d) use of the Beta Product may result in unexpected results, loss of data, project delays or other unpredictable damage or loss; and (e) Resolve Systems is under no obligation to release a commercial version of the Beta Product and has the right to abandon development of the Beta Product at any time and without liability to Licensee.

3.5 Special Terms for Third Party Software. The Licensed Product may contain open source or community source software ("**Open Source Software**") provided under separate license terms (the "**Open Source License Terms**"). Company's use of the Open Source Software in conjunction with the Licensed Product in a manner consistent with the terms of these Terms and Conditions is permitted; however, Licensee may have broader rights under the applicable Open Source License Terms and nothing in these Terms and Conditions is intended to impose further restrictions on Licensee's use of the Open Source Software. Resolve Systems represents and warrants that the Open Source Software include in the Licensed Products will not impose on Licensee any obligation to share any developed or derivative works utilizing the Licensed Products.

3.6 Feedback and Analytics. Licensee may choose to, but is not required to, provide suggestions, data, feedback and other information to Resolve Systems, its subcontractors or authorized distributors regarding possible improvements in the operation, functionality or use of Licensed Products. Licensee hereby grants to Resolve Systems and its subcontractors and authorized distributors, without charge, the right to use, copy, modify and create derivative works of any such suggestions, data, feedback and information solely for the purpose of (i) improving the operation, functionality or use of its existing and future product offerings and commercializing such offerings; and (ii) publishing aggregated statistics about software quality, provided that no data in any such publication can be used to specifically identify Licensee or Licensee's software code.

3.7 Keys and Access. Resolve Systems agrees to provide Licensee those authorization keys and/or passwords which are necessary to permit Licensee to gain access to Licensed Product for the Term in accordance with these Terms and Conditions and the Agreement (a "**Disabling Device**"). LICENSEE AGREES AND ACKNOWLEDGES IT WILL NOT, AND WILL NOT PERMIT ANY EMPLOYEE OR DIRECT ANY AGENT OR THIRD PARTY TO, TAMPER WITH THIS DISABLING DEVICE OR THE LICENSED PROGRAM IN ANY MANNER WHICH MAY, OR MAY BE CONSTRUED AS, CIRCUMVENTING OR DISABLING THE DISABLING DEVICE. YOU SHOULD TAKE PRECAUTIONS TO AVOID ANY LOSS OF DATA THAT MIGHT RESULT WHEN THE PROGRAM CAN NO LONGER BE USED.

4. CONFIDENTIALITY.

4.1 Confidential Information. "Confidential Information" means: (a) each party's software products (including the Licensed Product), in byte code or source code form; (b) any authorization keys and passwords delivered in order to operate such products; (c) Documentation, product road maps and development plans, and product pricing information; (d) any results of operation of the Licensed Product; and (e) any business, technical or training information of a party that, if disclosed in writing, is marked "confidential" or "proprietary" at the time of disclosure, or, if disclosed orally, is identified as "confidential" or

"proprietary" at the time of disclosure, and is summarized in a writing sent by the disclosing party to the other party within thirty (30) days of such disclosure.

4.2 Exclusions. Confidential Information does not include information that: (a) is or becomes generally known or available to the public through no act or omission of the party receiving Confidential Information ("**Receiving Party**"); (b) is rightfully known by the Receiving Party prior to receiving such information from the other party ("**Disclosing Party**") and without restriction as to use or disclosure; (c) is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information and without breach of these Terms and Conditions; or (d) is rightfully received by the Receiving Party from a third party without restriction on use or disclosure. The existence of these Terms and Conditions and the nature of the business relationship between the parties are not considered Confidential Information.

4.3 Use and Disclosure Restrictions. Receiving Party will not use the Disclosing Party's Confidential Information except as necessary to exercise the rights granted under these Terms and Conditions or to evaluate opportunities to license additional Licensed Product from Resolve Systems, and will not disclose such Confidential Information to any person or entity except to its employees or Authorized Users. Without limiting the generality of the foregoing, Licensee agrees that it will not post the Licensed Product, the Documentation, or any screenshots of the Licensed Product or results generated by the Licensed Product, on any network that is accessible by anyone other than the Authorized Users. The foregoing obligations will not restrict either party from disclosing Confidential Information of the other party: (a) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the party required to make such a disclosure gives reasonable notice to the other party to contest such order or requirement; and (b) on a confidential basis to its legal or financial advisors that need to know in order to provide business advice to such party. In addition, each party may disclose the terms and conditions of these Terms and Conditions and the Agreement: (i) as required under applicable securities regulations; and (ii) on a confidential basis to present or future providers of venture capital and potential private investors in or acquirers of such party.

4.4 Right of Equitable Relief. The parties acknowledge that violations of the covenants and obligations of these Terms and Conditions may cause the non-breaching party irreparable injury for which an adequate remedy at law may not be available. Therefore, the non-breaching party shall be entitled to seek all remedies that may be available under equity, including immediate injunctive relief, in addition to whatever remedies may be available at law.

5. PAYMENT AND TAXES:

5.1 Upon execution of these Terms and Conditions by Licensee, Resolve Systems shall invoice Licensee and Licensee shall pay to Resolve Systems the License Fee within thirty (30) days of receipt of invoice, unless expressly provided for otherwise in the Agreement.

5.2 All charges referred to in these Terms and Conditions are exclusive of taxes, including any VAT tax. If any authority imposes a duty, tax, levy, or fee, excluding those based on Resolve Systems' net income, then Licensee agrees to pay those amounts, as specified in an invoice, or supply exemption documentation.

6. NO WARRANTY; LIMITATION OF LIABILITY

6.1 THE LICENSED PRODUCT IS BEING PROVIDED "AS IS." RESOLVE SYSTEMS AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THOSE RELATED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, ACCURACY OR COMPLETENESS OF RESULTS, CONFORMANCE WITH DESCRIPTION, AND NON-INFRINGEMENT. RESOLVE SYSTEMS AND ITS SUPPLIERS SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, CONDITIONS AND REPRESENTATIONS ARISING OUT OF COURSE OF DEALING, USAGE OR TRADE.

6.2 IN NO EVENT WILL RESOLVE SYSTEMS OR ITS SUPPLIERS BE LIABLE TO LICENSEE OR TO ANY THIRD PARTY FOR DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS, REVENUE, GOODWILL, ANTICIPATED SAVINGS) OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS OR SERVICES ARISING OUT OF THESE TERMS AND CONDITIONS, WHETHER BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), FAILURE OF A REMEDY TO ACCOMPLISH ITS PURPOSE, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 Licensee acknowledges that Resolve Systems would not be able to provide the Licensed Product without the limitations set forth in Section 6 herein. Licensee may have other rights under applicable mandatory local laws. These Terms and Conditions do not change Licensee's rights under applicable mandatory local laws if such laws do not permit it to do so.

7. MAINTENANCE AND SUPPORT.

Resolve Systems will provide at no additional charge technical assistance and support of the Licensed Product during the Term.

8. INFRINGEMENT.

8.1 Resolve Systems shall defend Licensee, at Resolve Systems' sole expense, against any claims brought against Licensee by any third party alleging that Licensee's authorized use of the Licensed Products in accordance with the terms and conditions of these Terms and Conditions, the Agreement and the Documentation constitutes a direct infringement or misappropriation of a patent claim(s), copyright, trade secret right or similar intellectual property right, worldwide. Resolve Systems will pay damages finally awarded against Licensee (or the amount of any settlement Resolve Systems enters into) with respect to such claims, provided under no circumstances will Resolve System have any liability in excess of the amount of the Licensee Fee actually received by Resolve Systems (less any amounts refunded to Licensee pursuant to Section 8.2 below). Licensee may participate in the defense of such claims at its own expense.

8.2 In the event that an injunction or order is issued by a court of competent jurisdiction against Licensee's use of any Licensed Product resulting from a claim to which Resolve Systems' defense and indemnity duties apply, or if in Resolve Systems' opinion any Licensed Products is likely to become the subject of a claim of infringement, Resolve Systems shall have the right in its sole discretion and expense to pursue any of the following: (i) to procure for Licensee's benefit the right to continue using the Licensed Product; or (ii) replace or modify the Licensed Product so that it becomes noninfringing. If either option (i) or (ii) are not commercially feasible, Resolve Systems shall terminate the license for the affected Software by written notice to Licensee and refund the License Fees received for the affected Licensed Product.

8.3 Resolve Systems' obligations of indemnity and defense set forth above are conditioned on (i) Licensee having provided prompt written notice of the claim to Resolve Systems sufficient for Resolve Systems to file its timely response; (ii) Resolve Systems having the sole right to conduct and control the defense and settlement of any claim in its discretion; (iii) Licensee providing reasonable assistance at Resolve Systems' expense in connection with the claim; (iv) Licensee's use of any modified or replacement Licensed Product supplied or offered to be supplied by Resolve Systems; (v) Licensee's continual use of the Licensed Product in compliance with these Terms and Conditions and the Agreement and only in combination with equipment and software expressly approved in the Documentation if such claim would not have occurred but for such unauthorized combination; (vi) Licensee making no admissions in respect of such claim without Resolve Systems' prior written consent; and, (vii) Licensee's compliance with all reasonable instructions given by Resolve Systems relating to the claim.

8.4 This Section 8 states Licensee's exclusive remedy and Resolve Systems' entire liability for infringement.

9. GENERAL. Licensee has no right to assign these Terms and Conditions or the Agreement. These Terms and Conditions and the Agreement shall be governed by the laws of the State of California. The Parties hereby agree that, with respect to any dispute relating to or arising from this Agreement, venue shall lie in any state or federal court located in Orange County, California, which courts shall also be deemed to have subject matter jurisdiction concerning any matter relating to or arising from this Agreement, and you hereby agree to take no action which seeks to contest or object to the validity of such jurisdiction or venue. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

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