

Software End User License Agreement

All DiCentral's software including both from organic growth and from merger and acquisitions, and associated kits, add-ons, and utilities ("Software") are covered by this End User License Agreement ("EULA"). Software includes any upgrades, updates, and modifications. Software also includes all software provided to Client by DiCentral that is not otherwise covered by its own end user license agreement. "Client" means the person or entity downloading, installing or using the Software. This EULA is a part of any agreement between DiCentral and Client. If DiCentral and Client have not executed an Agreement, then Client means the person or entity downloading or installing the Software. DiCentral means DiCentral Corporation and/or its subsidiaries.

CLIENT SIGNIFIES ITS ACCEPTANCE OF THIS EULA BY (i) EXECUTING AN AGREEMENT CONCERNING THE SOFTWARE, (i) EXECUTING THIS EULA, OR (iii) DOWNLOADING, INSTALLING, OR USING THE SOFTWARE.

For so long as Client is current on its maintenance and support payment for a particular software, Client may install and use that software (excluding DiConnect Lite) on the number of computers or CPU's agreed to between Client and DiCentral in the Agreement and have the number of concurrent users described (if applicable) on the Agreement.

The Software DiConnect Lite is licensed to you for use only on a single computer system and in one concurrent session. If the Agreement does not specify the number of computers or CPUs may use and install the Software, Client may install and use each Software on one computer for use by a single login. Client may make one copy of the Software in machine-readable form solely for backup purposes.

This EULA does not grant Client any right to receive enhancements or updates to the Software or accompanying documentation—only a separate agreement concerning such material may entitle Client to such material.

Client's license to use the Software shall expire upon the termination of any agreement concerning such software between DiCentral and Client. Client may need to activate the Software through the use of the Internet and the Software may communicate with DiCentral's servers. There are technological measures in this Software that are designed to prevent unlicensed or illegal use of the Software. Client agrees that DiCentral may use those measures.

Client may not alter, merge, modify, adapt or translate the Software, or decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human-perceivable form. Unless otherwise provided herein, Client may not rent, lease, or sublicense the Software. Other than with respect to a Not For Resale Version of the Software, Client may permanently transfer all of its rights under this EULA only as part of a sale or transfer, provided Client retains no copies of the Software and the recipient agrees to the terms of this EULA. Client may not modify the Software or create derivative works based upon the Software. Client may not export the Software into any country prohibited by the United States Export Administration Act. Client shall not use the Software to develop any product having the same primary function as the Software. If Client fails to comply with this EULA, DiCentral may terminate Client's license to use the Software.

DiCentral retains all right, title and interest, including all copyright and intellectual property rights, in and to, the Software (as an independent work and as an underlying work serving as a basis for any application Client may develop). All rights not specifically granted in this EULA, including Federal and International Copyrights, are reserved by DiCentral.

DiCentral warrants that, for a period of ninety (90) days from the date of delivery (as evidenced by a copy of the execution of the Agreement, or where an Agreement is not available, the date when DiCentral delivers to Client the first copy of the Software) when used with a recommended hardware and third-party software configuration, the Software will perform in substantial conformance with the documentation supplied with the Software. Client's exclusive remedy under the preceding is to remove the Software from where it was installed and provide DiCentral with a description of the problem. DiCentral will use reasonable commercial efforts to supply Client with a replacement copy of the Software that substantially conforms to the documentation or refund to Client the purchase price for the Software, at its option.

EXCEPT AS SET FORTH IN THE FOREGOING LIMITED WARRANTY WITH RESPECT TO SOFTWARE, DICENTRAL DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALSO, THERE IS NO WARRANTY OF NON-INFRINGEMENT AND TITLE OR QUIET ENJOYMENT. DICENTRAL DOES NOT WARRANT THAT THE SOFTWARE IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SOFTWARE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF DELIVERY. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY DICENTRAL, ITS DEALERS, DISTRIBUTORS, AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY PROVIDED HEREIN.

DICENTRAL SHALL NOT BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR THE INABILITY TO USE EQUIPMENT OR ACCESS DATA, LOSS OF BUSINESS, LOSS OF PROFITS, CHARGEBACKS, BUSINESS INTERRUPTION OR THE LIKE), ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SOFTWARE AND BASED ON ANY THEORY OF LIABILITY INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF DICENTRAL OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. DICENTRAL'S TOTAL LIABILITY TO CLIENT FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER WILL BE LIMITED TO THE GREATER OF \$1,000 OR THE AMOUNT PAID BY CLIENT FOR THE SOFTWARE THAT CAUSED SUCH DAMAGE. THE FOREGOING LIMITATIONS ON LIABILITY ARE INTENDED TO APPLY TO THE WARRANTIES AND DISCLAIMERS ABOVE AND ALL OTHER ASPECTS OF THIS EULA.

This Agreement shall be construed under the laws of the country corresponding to the table below and jurisdiction shall similarly be in the courts of the cities corresponding to the table below. The Client Location shall mean the location specified in the notice provision under this Agreement.

Client Location	Applicable Law	Jurisdiction
Quebec, Canada	Quebec, Canada	Montreal, Quebec, Canada
Ontario, Canada	Ontario, Canada	Toronto, Ontario, Canada
Hong Kong	Hong Kong	Hong Kong
India	India	New Delhi, India
Japan	Japan	Tokyo, Japan
Vietnam	Vietnam	Ho Chi Minh, Vietnam
All Others	Texas, USA	Houston, Texas, USA

With respect to the Software used or installed by Client, this EULA contains the complete agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. The failure or delay of DiCentral to exercise any of its rights under this EULA or upon any breach of this EULA shall not be deemed a waiver of those rights or of the breach. This Agreement may not be modified except in a written instrument executed by both parties. If any provision of this EULA shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible, and the remaining provisions of this EULA will remain in full force and effect. All questions concerning this EULA shall be directed to: DiCentral Corporation, Attention: General Counsel. DiCentral's address is available at www.dicentral.com. This EULA does not authorize Client to use DiCentral's names or trademarks.

This EULA may be updated at any time, unilaterally and in DiCentral's sole discretion. Notice of such updates shall be made available to Client by (i) e-mail to Client, (ii) inclusion in any update, upgrade or modification of the Software, or (iii) by mail to Client. This EULA was last updated August 28, 2015.