

BY DOWNLOADING, INSTALLING AND/OR USING THE SOFTWARE YOU AGREE TO THE TERMS AND CONDITIONS OF THIS END USER LICENSE AGREEMENT (THE "AGREEMENT"), AND YOU AGREE THAT YOU ARE BOUND BY AND ARE A PARTY TO THIS AGREEMENT.

YOUR USE OF THE SOFTWARE IS EXPRESSLY CONDITIONED ON YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT INSTALL OR USE THE SOFTWARE.

About This Agreement. This Agreement applies to all Software and Documentation made available by Breqwatr to you. "Software" means any software, firmware, script, library, utility, tool, or other computer or program code, in object (binary) or source-code form, as well as the related documentation, provided by Breqwatr to you, and any copies made by or on your behalf. Software includes software locally installed on your systems and software accessed by you through the Internet or other remote means. The term "Software" also includes any updates, upgrades or other new features, functionality or enhancements to the Software made available to you. "Documentation" includes any on-line read me, help files, or other related explanatory materials that accompany the Software.

1.0 License Grant and Entitlement

The Software and Documentation are licensed, not sold, to you by Breqwatr. Subject to the terms and conditions of this Agreement and the terms of your entitlement which evidences your authorization to use the Software and the authorized scope of use of the Software ("Entitlement"), including payment of the purchase price and/or all fees, you are hereby granted a limited, non-exclusive, non-sublicensable and non-transferable right to run one copy of the object code version of the Software (which Software may be activated by a license key) on one authorized Breqwatr system appliance for internal use only ("Permitted Use"). Use of the Software outside the scope of Your Entitlement is unauthorized and shall constitute a material breach of this EULA and void the warranty and/or support obligations of which you may otherwise be entitled. You agree to use your best efforts to prevent and protect the contents of the Software and Documentation from unauthorized disclosure or use. Breqwatr and its licensors reserve all rights, including but not limited to ownership and intellectual property rights, not expressly granted to you. Breqwatr's licensors are the intended third party beneficiaries of this Agreement and have the express right to rely upon and directly enforce the terms set forth herein. There are no implied licenses granted by Breqwatr under this Agreement. Except as specified above, you shall have no rights to the Software.

2.0 Use

2.1 Limitation on Use

You may not use the Software or Documentation except as permitted in the Entitlement and this Agreement. Except with Breqwatr's prior written consent, you may not: (i) make copies, alter, modify or create any derivative works of the Software, the underlying source code, or the Documentation in any way, including without limitation customization, translation or localization; (ii) port, reverse compile, reverse assemble, reverse engineer, or otherwise attempt to separate any of the components of the Software or derive the source code for the Software (except to the extent applicable laws specifically prohibit such restriction, in which case you agree to provide Breqwatr with at least ninety (90) days advance written notice of your belief that such action is warranted and permitted, and provided that you give Breqwatr the opportunity to determine if such action is

warranted under the law); (iii) copy, redistribute, encumber, sell, rent, lease, license, sublicense, or otherwise transfer rights to the Software or Documentation; (iv) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Software or Documentation; (v) block, disable or otherwise affect any advertising, advertisement banner window, links to other sites and services, or other features that constitute an integral part of the Software. You may not release the results of any performance or functional evaluation of any of the Software to any third party without prior written approval of Breqwatr for each such release. You may not cause or permit any third party to do any of the foregoing.

2.2 Third Party Software

You acknowledge that the Software may contain copyrighted software of Breqwatr's suppliers which are obtained under a license from such suppliers ("Third Party Software"). All third party licensors and suppliers retain all right, title and interest in and to such Third Party Software and all copies thereof, including all copyright and other intellectual property rights.

2.3 Open Source Software

A portion of the Software may contain or consist of open source software, which you may use under the terms and conditions of the specific license under which the open source software is distributed.

THIS OPEN SOURCE SOFTWARE IS DISTRIBUTED IN THE HOPE THAT IT WILL BE USEFUL, BUT IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY REGARDING TITLE OR AGAINST INFRINGEMENT. IN NO EVENT SHALL BREQWATR, THE COPYRIGHT HOLDERS, OR THE 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 OPEN SOURCE SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

3.0 Proprietary Rights

You acknowledge and agree that the Software belongs to Breqwatr or its licensors. You agree that you neither own nor hereby acquire any claim or right of ownership to the Software and Documentation or to any related patents, copyrights, trademarks or other intellectual property, including all modifications and derivative works of any of the foregoing. Breqwatr and its licensors retain all right, title and interest in and to all copies of the Documentation and the Software at all times, regardless of the form or media in or on which the original or other copies may subsequently exist. This license is not a sale of the original or any subsequent copy. The Software and Documentation are protected by copyright and other intellectual property laws and by international treaties. You may not make any copies of the Software. Any and all other copies of the Software or Documentation made by you are in violation of this license. All content accessed through the Software is the property of the applicable content owner and may be protected by applicable copyright law. This license gives you no rights to such content. All trademarks used in connection with the Software and Documentation are owned by Breqwatr, its affiliates and/or its licensors and other suppliers, and no license to use any such trademarks is provided hereunder. All suggestions

or feedback provided by you to Breqwatr with respect to the Software shall be Breqwatr's property and deemed Confidential Information of Breqwatr.

4.0 Support

Breqwatr's support obligations for the Software, if any, are set forth in the Limited Warranty and Warranty and Support Service statements.

5.0 Term and Termination

This Agreement and your right to use the Software and Documentation may be terminated by you at any time upon written notice. This Agreement automatically terminates if you or any of your employees or consultants fail to comply with its terms and conditions. Immediately upon termination of this Agreement for any reason, all rights granted to you hereunder will cease and you shall return or destroy all copies of the Software (including any associated Hardware) and Documentation in your possession, custody or control and if requested you shall certify to Breqwatr in writing that such return or destruction has occurred. The following sections of this Agreement survive any expiration or termination hereof: 6, 7, 9, 10 and 13.

6.0 NO WARRANTY

EXCEPT AS PROVIDED IN THE BREQWATR LIMITED WARRANTIES DOCUMENTATION, YOU AGREE THAT THE SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS" AND THAT COMPANY AND ITS LICENSORS MAKE NO OTHER WARRANTY AS TO THE SOFTWARE OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION UNINTERRUPTED USE, ACCURACY, AND DATA LOSS. COMPANY AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE (EVEN IF COMPANY KNOWS OR SHOULD HAVE KNOW OF SUCH PURPOSE), RELATED TO THE SOFTWARE OR DOCUMENTATION, ITS USE OR ANY INABILITY TO USE IT, THE RESULTS OF ITS USE AND THIS AGREEMENT. COMPANY AND ITS LICENSORS DO NOT WARRANT THAT THE SOFTWARE OR DOCUMENTATION OR ANY RESULTS OF USE THEREOF WILL BE FREE OF DEFECTS, ERRORS OR VIRUSES, RELIABLE OR ABLE TO OPERATE ON AN UNINTERRUPTED BASIS OR IN A PARTICULAR ENVIRONMENT OR THAT ERRORS THEREIN, IF ANY, WILL BE CORRECTED.

7.0 LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, BREQWATR AND ITS LICENSORS SHALL NOT BE LIABLE FOR ANY DAMAGES, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY, ARISING FROM THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, INCIDENTAL DAMAGES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT YOU SHALL HAVE THE SOLE RESPONSIBILITY FOR PROTECTING YOUR DATA, BY PERIODIC BACKUP OR OTHERWISE, USED IN CONNECTION WITH THE SOFTWARE. IN ANY CASE, COMPANY'S SOLE LIABILITY AND YOUR EXCLUSIVE REMEDY UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE THE REPLACEMENT OF THE SOFTWARE FOUND TO BE DEFECTIVE, WITH THE EXCEPTION OF DEATH OR PERSONAL INJURY CAUSED BY THE NEGLIGENCE OF COMPANY TO THE EXTENT APPLICABLE LAW PROHIBITS THE LIMITATION OF DAMAGES IN SUCH CASES.

8.0 Infringement

Breqwatr shall defend or settle, at its own expense, any third-party action against you to the extent based upon a claim that the Software infringes any copyright or trademark or misappropriates any trade secret, and will pay such damages or costs as are finally awarded against you attributable to such claim, provided that you (i) notify Breqwatr promptly in writing of any such action, (ii) give Breqwatr sole control of the defense and/or settlement of such action, and (iii) give Breqwatr all reasonable information and assistance, and (iv) are not in material breach of this Agreement. Should the Software become, or in the opinion of Breqwatr be likely to become, the subject of such an infringement claim, Breqwatr may replace or modify, in whole or in part, the Software to make it non-infringing. Breqwatr assumes no liability hereunder for: (i) any method or process in which the Software may be used; (ii) its compliance with your specifically requested specifications; (iii) use of software other than a current unaltered release of the Software; (iv) the combination, operation or use of the Software with non-Breqwatr products or services; or (v) use of any older version of the Software when the use of a newer release of the Software made available to you would have avoided the infringement, and you shall indemnify and hold harmless Breqwatr and its officers, directors, employees, agents, successors and assigns against any damages, losses, and expenses (including reasonable attorneys' fees) arising from any third-party action to the extent based upon a claim that the Software infringes any copyright or trademark or misappropriates any trade secret due to any of the foregoing factors, and shall give Breqwatr all reasonable information and assistance regarding such claim.

THIS SECTION 8 SETS FORTH BREQWATR'S ENTIRE LIABILITY AND OBLIGATION AND YOUR SOLE REMEDY FOR ANY CLAIM OF INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS.

9.0 Confidentiality

"Confidential Information" shall mean the Software and Documentation and all other information disclosed to you that Breqwatr characterizes as confidential at the time of its disclosure either in writing or orally, except for information which you can demonstrate: (a) is previously rightfully known to you without restriction on disclosure; (b) is or becomes, from no act or failure to act on your part, generally known in the relevant industry or public domain; (c) is disclosed to you by a third party as a matter of right and without restriction on disclosure; or (d) is independently developed by you without access to the Confidential Information. You shall use your best efforts to preserve and protect the confidentiality of the Confidential Information at all times, both during the term hereof and for a period of at least 3 years after termination of this Agreement, provided, however, that any source code you receive shall be held in confidence in perpetuity. You shall not disclose, disseminate or otherwise publish or communicate Confidential Information to any person, firm, corporation or other third party without the prior written consent of Breqwatr. You shall not use any Confidential Information other than in the course of the activities permitted hereunder. You shall notify Breqwatr in writing immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement, and will cooperate with Breqwatr in every reasonable way to regain possession of Confidential Information and prevent any further unauthorized use. If you are legally compelled to disclose any of the Confidential Information, then, prior to such disclosure, you will (i) immediately notify Breqwatr prior to such disclosure to allow Breqwatr an opportunity to contest the disclosure, (ii) assert the privileged and confidential nature of the Confidential Information, and (iii) cooperate fully with Breqwatr in protecting against any

such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. In the event such protection is not obtained, you shall disclose the Confidential Information only to the extent necessary to comply with the applicable legal requirements.

10.0 Injunctive Relief

You acknowledge and agree that your breach or threatened breach of this Agreement shall cause Breqwatr irreparable damage for which recovery of money damages would be inadequate and that Breqwatr therefore may obtain timely injunctive relief to protect its rights under this Agreement in addition to any and all other remedies available at law or in equity.

11.0 Export Controls

The Software and Documentation and the underlying information and technology may not be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) any country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the Software and/or Documentation, you are agreeing to the foregoing and you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list and you agree to comply with all export laws and other applicable laws.

12.0 Miscellaneous

(a) This Agreement is a part of the Commercial Terms of Sale, which may be found at www.breqwatr.com/schedules, and may only be modified by a written amendment signed by an authorized executive of Breqwatr. Capitalized terms not defined herein shall have the meaning set forth in the Commercial Terms of Sale. (b) You agree that this Agreement will be governed by the laws of the Province of Ontario. (c) You expressly agree that jurisdiction for any claim or dispute arising from the use of the Breqwatr Software resides in the federal and provincial courts situated in Toronto, Ontario, Canada, and you consent to the personal jurisdiction thereof. (d) This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods. (e) If any part of this Agreement is held invalid or unenforceable, that part shall be construed to reflect the parties' original intent, and the remaining portions remain in full force and effect, or Breqwatr may at its option terminate this Agreement. (f) The controlling language of this Agreement is English. If you have received a translation into another language, it has been provided for your convenience only. (g) A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof. (h) You may not assign or otherwise transfer by operation of law or otherwise this Agreement or any rights or obligations herein. Breqwatr may assign this Agreement to any person or entity at its sole discretion. (i) This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and permitted assigns.

End User License Agreement
Revision Date June 16, 2014
END OF AGREEMENT