Resolve End User Licensing Agreement

1. LICENSE GRANT

1.1 License. Resolve hereby grants to Customer and Customer fully accepts, upon the Effective Date and during the Term, a nonexclusive, non-transferable (except as provided in Section 8.7 below) worldwide right to use the Licensed Software.

1.2 Intellectual Property Rights. The Licensed Software is protected by copyright and other intellectual property laws. Resolve retains all Intellectual Property Rights in and to the Licensed Software and all Resolve trademarks and tradenames. Customer agrees that this is a license only and that no title passes to Customer. The original and any copies of the Licensed Software may not leave Customer's control and are owned by Resolve. Customer retains all rights to Customer Data and in any Customer trademarks and tradenames displayed by the Licensed Software.

1.3 Restrictions. Customer may not resell or otherwise transfer the Licensed Software without the written consent of Resolve. Neither Party shall export, ship, transmit, or re-export the Licensed Software in violation of any applicable law or regulation or to any Sanctioned Person(s). Sanctioned Person" shall mean (a) a Person that is, or is owned or controlled by one or more Persons that are, the subject of Sanctions,; or the target of sanctions administered by OFAC or the U.S. Department of State, including by virtue of being (i) named on OFAC's list of "Specially Designated Nationals and Blocked Persons"; (ii) organized under the laws of, ordinarily resident in, or physically located in a Sanctioned Jurisdiction; Sanctions. Country; or (iii) owned or controlled 50% or more in the aggregate, by one or more Persons that are the target of sanctions administered by OFAC; (b) a Person that is the target of sanctions maintained by the European Union ("E.U."),including by virtue of being named on the E.U.'s "Consolidated list of persons, groups and entities subject to E.U. financial sanctions" or other, similar lists; (c) a Person that is the target of sanctions maintained by the United Kingdom", including by virtue of being named on the "Consolidated List Of Financial Sanctions Targets in the U.K." or other, similar lists; or (d) a Person that is the target of sanctions imposed by any Governmental Body of a jurisdiction where Resolve conducts business.

Customer agrees not to: (i) modify, decompile, disassemble or reverse engineer the Licensed Software; (ii) distribute (except for its affiliates), rent, lease or lend the Licensed Software; or (iii) use the Licensed Software except as expressly permitted under this Agreement; provided however, that the foregoing shall not limit Customer's rights under the Directive 2009/24/EC of the European Parliament and of the Council of 23 April 2009 to (a) achieve the interoperability of the Licensed Software with other programs or (b) with regard to error correction. All rights not expressly granted are reserved by Resolve.

2. INDEMNIFICATION

2.1 Resolve shall defend Customer, at Resolve's expense (including reasonable attorneys' fees), against all third-party claims, suits, or other legal proceedings to the extent arising out of or related to any allegation that any portion of the Licensed Software (including any updates thereto), when used solely in the manner and for the purpose for which it was licensed, violates any third-party Intellectual Property Right (collectively, "Claim(s)"). Resolve shall indemnify and hold Customer harmless against all costs, damages, and losses awarded against Customer as a result of any Claim pursuant to this section. If a Claim is filed in a court or other administrative proceeding seeking to enjoin the use of the Licensed Software, Resolve shall either, at its cost: (i) procure for Customer the right to continue to use the relevant portion of the Licensed Software; (ii) replace the relevant portion of the Licensed Software with a substitute product that functions substantially in accordance with the applicable specifications for that portion of the Licensed Software; or (iii) modify the Licensed Software so that it does not infringe or misappropriate, provided that the Licensed Software, as modified, continues to perform substantially in accordance with the applicable specifications (collectively, "Remedial Measures"). Customer agrees, at Resolve's expense, to reasonably cooperate with Resolve in the defense of any Claim and in the implementation of any Remedial Measures.

2.2 Resolve's indemnification obligation pursuant to the above shall not apply to the extent any Claim would not have occurred or continued but for (i) Customer's use of the Licensed Software in a manner that is not provided for under this Agreement or Resolve's user documentation; (ii) Customer's use, operation, or combination of all or any component or portion of the Licensed Software with all or any portion of other software, equipment, or systems not provided or required by Resolve if the claim would not have been made but for the Customer's use, operation, or combination with such other software, equipment, or systems; or (iii) Customer's refusal to reasonably cooperate with the implementation of Remedial Measures. As a condition precedent to any liability of Resolve, if Customer receives notice of any Claim or threatened Claim for which indemnification may be available under the above, Customer must promptly notify Resolve in writing of the Claim within 5 business days.

2.3 Resolve will have the right to control the defense, select counsel, and direct the course of resolution, including settlement of any Claim (but only if the settlement does not include an admission of liability by Customer, does not require payment of money by Customer, and grants Customer a full and unconditional release from all liability with respect to the Claim).

3. WARRANTIES; DISCLAIMERS

3.1 Limited Warranties. Each Party represents and warrants to the other that it has the legal power to enter into this Agreement and that entering into this Agreement does not violate the terms of any agreement between the Party and any third-Party. Further, Resolve Systems warrants that the Software delivered to Customer under the Agreement will substantially conform in all material respects with the user documentation (user manual, release notes, etc.) delivered with the Software during the ninety (90) day warranty period beginning on the date the Software license key is first made available to the Customer for download. In the event the Software fails to perform as stated in this Subsection, and upon written notice to Resolve Systems within the warranty period, Resolve Systems shall either (1) use its reasonable commercial efforts to repair at its facilities any material defect in the Software; (2) replace the Software to comply with the user documentation, or (3) refund the fees paid by Customer for the Services. This warranty is contingent upon proper use of the Software in accordance with the Agreement and the user documentation provided by Resolve Systems.

3.2 Limited Remedy. Customer's sole remedy for any breach of warranty in Section 3.1 shall be for Resolve to either correct or replace, at no additional charge to Customer, any portion of the Licensed Software or services found to be defective. If Resolve is unable to correct or replace the defect and Customer terminates the Agreement, Resolve will refund any prepaid but unused license, Maintenance and Support, and hosting fees.

3.3 Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTIES SET FORTH IN SECTION 3 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, ORAL OR WRITTEN, EXPRESSED OR IMPLIED. RESOLVE DOES NOT WARRANT THAT THE OPERATION OF THE LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. EXCEPT AS SET FORTH IN THIS SECTION 3, RESOLVE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE LICENSED SOFTWARE, ITS QUALITY, PERFORMANCE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

4. LIMITATION OF LIABILITY; EXCLUSION OF DAMAGES

4.1 Limitation of Liability. To the maximum extent permitted by applicable law, and except for: (i) either Party's gross negligence or intentional misconduct; (ii) Customer's payment obligations under this Agreement; (iii) any violation of a Party's obligations under Section 1.3 (Restrictions) or Section 7 (Confidentiality); or (iv) Resolve's obligation to indemnify Customer under Section 2, each Party's entire liability for any causes of action arising under this Agreement or related to the Licensed Software, Maintenance and Support, or Professional Services shall be limited to the amount paid by Customer under this Agreement during the twelve months prior to the event giving rise to the claim.

4.2 Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER

FOR LOST PROFITS, LOSS OF USE, OR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT TO THE EXTENT THAT ANY AWARD TO A THIRD-PARTY FOR A THIRD-PARTY CLAIM SUBJECT TO INDEMNIFICATION UNDER SECTION 2 INCLUDES SUCH DAMAGES. IN PARTICULAR, AND WITHOUT LIMITATION, RESOLVE SHALL HAVE NO LIABILITY FOR ANY DATA STORED OR PROCESSED WITH THE LICENSED SOFTWARE.

5. MAINTENANCE, SUPPORT, AND SERVICES

5.1 General. Upon payment of fees set forth in the Order Confirmation(s), Resolve will provide Customer with Maintenance and Support for the Licensed Software. Failure to pay any amount due under this Agreement may result in suspension of Maintenance and Support. For Subscription Licenses, Maintenance and Support are included in the Subscription Fees as detailed in the Order Confirmation.

5.2 Supported Versions. Resolve will provide Support for the most current version of the Licensed Software and one prior version, including interim releases between the two versions; for example, upon release of version 9.x Resolve will support version 9.x and 8.x. Resolve may provide limited support for older versions at its sole discretion.

5.3 Professional Services. When applicable, Resolve will provide Professional Services under an agreed statement of work. Any professional or related services purchased from and provided directly by a Partner shall be governed by the terms and conditions of any agreement between Customer and Partner.

5.4 Hosting Services. When applicable, Hosting Services shall be provided under additional terms.

6. TERM; TERMINATION

6.1 Effective Date and Term. This Agreement is effective as of the Effective Date and continues for the duration of the Term. The Parties acknowledge and agree that Perpetual Licenses shall survive termination or expiration of Maintenance and Support.

6.2 Termination. During the Initial Subscription Term, this Agreement may not be terminated for convenience. Thereafter, Customer may, upon sixty (60) days prior written notice, terminate the Agreement for convenience; provided, however, that upon such termination Customer shall remain fully liable for all amounts properly invoiced or contractually agreed to, and that are not yet paid, and there shall be no refund of any pre-paid amounts.
In addition, either Party may terminate this Agreement upon written notice to the other Party if the other Party fails to cure a material breach of this Agreement within thirty (30) days of written notice of the breach from the terminating Party. Upon termination by Customer for an uncured breach by Resolve, Resolve will either, as applicable: (i) pay Customer a pro-rata refund of any prepaid but unused Subscription Fees or (ii) pay Customer a pro-rata refund of any prepaid but unused Maintenance and Support fees, in either case on a monthly pro-rata basis as of the date Resolve was notified of Customer's intent to terminate. Upon termination by Resolve for an uncured breach by Customer, (including Customer's attempted cancellation of this Agreement, in whole or in part, prior to the end of the then current Term), Customer will immediately pay Resolve all remaining fees owing for the Term, as of the date of Customer was notified of Resolve's intent to terminate. Upon any termination of this Agreement for any reason, Customer agrees to remove all Licensed Software from its computers, destroy all copies of the Licensed Software, and, upon request from Resolve, certify in writing its compliance.

7. CONFIDENTIALITY

Each Party agrees to hold the other Party's Confidential Information in strict confidence and to treat such other Party's Confidential Information with at least the same degree of care employed with respect to its own Confidential Information (but in no event less than reasonable care). Neither Party shall (i) use the other Party's Confidential Information for its own account or in any manner not contemplated by this Agreement; nor (ii) disclose the other Party's Confidential Information to a third-Party without the prior written consent of the other Party. Both Parties shall limit access of each other's Confidential Information to those of its employees, employees of its affiliates, contractors, and agents who have a need for such access and who are bound to confidentiality obligations substantially similar to those set forth in this Section. This Section shall survive termination or expiration of the Agreement.

8. MISCELLANEOUS

8.1 Severability. If any of the terms of this Agreement are invalid or unenforceable, the court shall reform the Agreement to include an enforceable term as close to the intent of the original term as possible; all other terms shall remain unchanged.

8.2 Entire Agreement. This Agreement constitutes the entire agreement between Customer and Resolve relating to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, proposals, and negotiations, whether written or oral. This Agreement may be entered into in counterparts and via electronic methods. Any additions to, or modifications of, this Agreement shall be binding upon the Parties only if in writing and executed by a duly authorized representative of Customer and Resolve. ANY TERMS OR CONDITIONS IN ANY OTHER DOCUMENT, INCLUDING PURCHASE ORDERS, ESTIMATES, REQUESTS, OR PROPOSALS RELATING TO THE LICENSED SOFTWARE, THAT ADD TO OR CONFLICT WITH THE TERMS OF THE AGREEMENT ARE DEEMED MATERIAL AND REJECTED.

In case Resolve needs to process Customer's personal data for the purpose of providing its services, Resolve shall do so only in compliance with GDPR and data protection applicable laws.

Before processing personal data, Resolve and Customer shall enter into a Data Protection Agreement or Data Transfer Agreement under the applicable laws and regulations, regulating the obligations between the Parties.

In the event of a conflict between the Data Protection Agreement/Data Transfer Agreement and the Agreement including any attachments, the provisions of the Data Protection Agreement / Data Transfer Agreement will prevail with respect to its subject matter.

8.3 Waiver. The waiver or failure of either Party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement.

8.4 Past Due Accounts. Resolve may withhold any applicable license key or password until all undisputed amounts due for the Licensed Software are fully paid.

8.5 Performance Information. Resolve may use de-identified, aggregate and statistical information related to the performance or usage of the Licensed Software, provided that such information does not incorporate any Customer Data.

8.6 Audit Right. Resolve shall have the right to audit Customer's deployment of the Licensed Software, upon thirty (30) days' prior written notice to Customer. Such audit shall only occur during normal business hours and Customer will provide Resolve with reasonable assistance and access necessary to carry out any such audit. Resolve shall bear all costs associated with the audit unless a violation of sections 1.1, 1.2, or 1.3 are determined to have occur, at which point Customer shall bear all reasonable costs for the audit.

8.7 Assignment. This Agreement is binding upon, and inures to the benefit of, the Parties hereto and their respective successors and permitted assigns. A Party may not assign any of its rights, obligations, or responsibilities under this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld, except that an assignment upon providing written notice (i) to any entity (other than a competitor of the other Party) that controls, is controlled by, or is under common control with the assigning Party, or (ii) in the case of a reorganization, merger, or similar form of business transaction where such Party is not the surviving entity, or a sale of substantially all of its assets to the entity which is the purchaser in such sale, shall not be deemed an assignment in violation of the foregoing.

8.8 Choice of Law. This Agreement is governed under the laws of California, without regard to its conflicts of laws principles and

both Parties submit to the exclusive jurisdiction of the courts of the United States. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

8.9 Taxes. Resolve's fees do not include any taxes, levies, duties, or similar governmental assessments (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases under this Agreement. If Resolve has the legal obligation to remit or collect Taxes for which Customer is responsible, the Taxes owing shall be invoiced to, and paid by Customer, unless Customer provides Resolve with a valid tax exemption certificate. Resolve is solely responsible for Taxes assessable against Resolve based on its income, property or employees.

9. DEFINITIONS

Agreement: This End-User License Agreement ("EULA") and any applicable Order Confirmation that references this EULA.

Authorized Use: means the specified level at which Customer is authorized to use the Licensed Software, as such may be expressly qualified by specific terms and conditions set forth in an Order. Software may be licensed for use based on device managed, use case or execution depending on the resolve product purchased.

Confidential Information: Confidential Information shall include any information, whether oral or written, designated by a Party as confidential or that reasonably should be understood to be confidential or proprietary in nature. Customer's confidential Information shall include Customer Data. Resolve's confidential Information shall include at least all documentation of the Licensed Software not publicly available from the Resolve website. Confidential Information of each Party shall include the terms of this Agreement (but not the fact of its existence), as well as each Party's business and marketing plans, financial data, employee data, product plans and designs, and technical information. However, Confidential Information shall not include any information that (i) is or becomes generally known to the public other than by breach of this Agreement; (ii) was known to the receiving Party prior to its disclosure; (iii) becomes known to the receiving Party after proper disclosure from a third-Party not under an obligation of confidentiality; or (iv) was disclosed to the minimum extent necessary to comply with a lawful court order or government law or regulation, provided that in the case of (iv) the disclosing Party shall provide the other Party with advance written notice thereof and reasonably cooperate with the other Party to limit disclosure and obtain protective orders or other relief as appropriate.

Customer: The full legal name of the entity identified as the customer on any applicable Order Confirmation.

Customer Data: Data, information, and records stored, or operated upon, by the Licensed Software and that were provided solely by or on behalf of Customer.

Device: Any physical or virtual entity managed by an Internet Protocol address (IP address). An entity may have more than one IP address, but in context of Resolve, that entity will be considered as one Device e.g. Router /Firewall/Load Balancer/Hypervisor/Virtual Machine (VM)/Storage Box etc.

Documentation: The applicable Licensed Software documentation made available to Customer.

Effective Date: The date indicated as the "Effective Date" on any applicable Order Confirmation.

Execution: An automated task or series of automated tasks performed by the Resolve platform as a result of (i) a request from a 3rd Party system; (ii) a scheduled request; or (iii) a person or system initiating execution of an interactive automation.

Initial Term: For a Subscription License, the period starting from the Effective Date and expiring after the amount of time indicated in the "Initial Term" section, as set forth on the Order Confirmation; for a Perpetual License, the period starting from the Effective Date and expiring after the amount of time indicated in the "Initial Term of Maintenance and Support" section, as set forth on the Order Confirmation.

Intellectual Property Rights: Any and all rights in trademarks and tradenames, patent rights, rights in know-how, copyrights, trade secret rights, moral rights, and any other intellectual property or proprietary rights eligible for protection under the laws of any country, state, or jurisdiction including registrations and applications therefor, and divisionals, divisions, continuations, continuations-in-part, patents of addition, provisionals, reissues, renewals, extensions, certificates of reexamination, foreign counterparts, international counterparts, and extensions thereof.

Licensed Software: means the licensed software program(s), modules and applications set forth in an order (and updates thereto provided under Support Services) licensed by Resolve Systems to Customer in object code form only, and all associated documentation including but not limited to user manuals and instructional training course materials.

Maintenance: Resolve developed updates of the Licensed Software, including updated documentation, as Resolve may generally make available to its customers without requirement of a separate license agreement, and without additional charge other than payment of the annual Maintenance and Support fee.

Non-Production Environment: A computing environment limited solely to testing, development, or disaster recovery and not for use by end users.

Order Confirmation: The form executed by Resolve and Customer titled "Order Confirmation" or "Order Form" or similarly named document.

Partners: Third-parties, such as value-added resellers or solutions partners, authorized by Resolve to resell the Licensed Software, Maintenance, Support, and/or Professional Services.

Party or Parties: Customer and Resolve are each a Party and collectively the Parties.

Perpetual License: A license granted under Section 1.1 for a term that is perpetual.

Production Environment: A computing environment for an installation of the Licensed Software operating for use by any end users.

Professional Services: Implementation, installation, on-site assistance, and configuration of the Licensed Software performed pursuant to a statement of work.

Renewal Term: The time period of each renewal period, if any, following the Initial Term, as set forth on the Order Confirmation.

Resolve: Resolve Systems LLC, an Illinois limited liability company with its principal place of business located at 300 Orchard City Drive, Suite 110, Campbell, California, 95008.

Subscription Fees: Annual license fees owed for the Subscription Licenses.

Subscription License: A license granted under Section 1.1 for a term that is less than perpetual.

Support: Technical assistance provided by Resolve for the ongoing use of the Licensed Software. Resolve service and support guidelines are available to Customer at: http://resolve.io/support-sla.

Term: For a Subscription License, the Initial Term and any Renewal Terms, as set forth on the Order Confirmation; for a Perpetual License, the period of time that Customer retains Resolve to provide Maintenance and Support services.

Use Case: A logical flow within Resolve that is representative of the customer's process workflow or part thereof which model activities such as, but not limited to, diagnostic, troubleshooting, remediation, provisioning, configuration/change, validation, testing or other related activities.

Resolve End User Licensing Agreement

Agreed to and accepted by an authorized representative of each of the Parties below, as of the latest date signed.

Customer:	**Resolve Systems, LLC**
Signature: _____	**Signature:** _____
Name / Title: _____	**Name / Title:** _____
Date: _____	**Date:** _____