RHUB DATA COLLABORATION APPLIANCE END-USER LICENSE AGREEMENT

This End-User License Agreement (EULA) is for informational purposes only. There is no software accompanying the EULA.

IMPORTANT—READ CAREFULLY: This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and RHUB Communications, Inc. for the RHUB product identified above, which includes computer software and may include associated media, printed materials, "online" or electronic documentation, and Internet-based services ("Product"). An amendment or addendum to this EULA may accompany the Product

The RHUB products include software licensed by RHUB from one or more software licensors ("RHUB'S Software Suppliers"). Such software products, as well as associated media, printed materials, and "online" or electronic documentation ("Software") are protected by international intellectual property laws and treaties. The Software is licensed, not sold. All rights reserved.

YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA BY INSTALLING, COPYING, OR OTHERWISE USING THE PRODUCT. IF YOU DO NOT AGREE, TO THIS EULA, DO NOT USE THE RHUB APPLIANCE OR COPY THE SOFTWARE. INSTEAD, PROMPTLY CONTACT RHUB FOR INSTRUCTIONS ON RETURN OF THE UNUSED APPLIANCE (S) FOR A REFUND. ANY USE OF THE SOFTWARE, INCLUDING BUT NOT LIMITED TO USE ON THE RHUB APPLIANCE, WILL CONSTITUTE YOUR AGREEMENT TO THIS EULA (OR RATIFICATION OF ANY PREVIOUS CONSENT).

1. GRANT OF LICENSE. RHUB grants you the following rights provided that you comply with all terms and conditions of this EULA: You may use the software only on the RHUB Appliance.

Restricted Functionality. You are licensed to use the Software to provide only the limited functionality of interactive data collaboration for which the RHUB Appliance has been designed and marketed by RHUB. This license specifically prohibits any other use of the software programs or functions, or inclusion of additional software programs or functions that do not directly support the limited functionality on the RHUB Appliance.

Reservation of Rights. RHUB reserves all rights not expressly granted to you in this EULA.

- 2. UPGRADES. To use a Product identified as an upgrade, you must first be licensed for the product identified by RHUB as eligible for the upgrade. After upgrading, you may no longer use the product that formed the basis for your upgrade eligibility.
- 3. ADDITIONAL SOFTWARE/SERVICES. This EULA applies to updates, supplements, add-on components, or Internet-based services components, of the Products that RHUB may provide to you or make available to you after the date you obtain your initial copy of the Product, unless we provide other terms along with the update, supplement, add-on component, or Internet-based services component. RHUB reserves the right to discontinue any Internet-based services provided to you or made available to you through the use of the Product.
- 4. TRANSFER—Transfer to Third Party. The initial user of the Product may make a one-time transfer of the Product to another end user. The transfer has to include all component parts, media, printed materials, this EULA, and if applicable, the Certificate of Authenticity. The transfer may not be an indirect transfer, such as a consignment. Prior to the transfer, the end user receiving the transferred Product must agree to all the EULA terms. No Rental. You may not rent, lease, lend or provide commercial hosting services to third parties with the Product.
- 5. LIMITATION ON REVERSE ENGINEERING, DECOMPILATION, AND DISASSEMBLY. You may not reverse engineer, decompile, or disassemble the Product, except and only to the extent that it is expressly permitted by applicable law notwithstanding this limitation.
- 6. TERMINATION. Without prejudice to any other rights, RHUB may cancel this EULA if you do not abide by the terms and conditions of this EULA, in which case you must destroy all copies of the Product and all of its component parts.

7. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

Consent to Use of Data. You agree that RHUB and its affiliates may collect and use technical information gathered in any manner as part of the product support services provided to you, if any, related to the Product. RHUB may use this information solely to improve our products or to provide customized services or technologies to you. RHUB may disclose this information to others, but not in a form that personally identifies you.

Internet-Based Services Components. The Product contains components that enable and facilitate the use of certain Internet-based services. You acknowledge and agree that RHUB may automatically check the version of the Product and/or its components that you are utilizing and may provide upgrades or fixes to the Product that will be automatically downloaded to your Workstation Computer.

Security Updates. Content providers are using the digital rights management technology contained in this Product to protect the integrity of their content ("Secure Content") so that their intellectual property, including copyright, in such content is not misappropriated. Owners of such Secure Content ("Secure Content Owners") may, from time to time, request RHUB to provide security related updates to the security components of the Product ("Security Updates") that may affect your ability to copy, display and/or play Secure Content through RHUB software or third party applications that utilize the security components. You therefore agree that, if you elect to download a license from the Internet which enables your use of Secure Content, RHUB may, in conjunction with such license, also download onto your computer such Security Updates that a Secure Content Owner has requested that RHUB distribute. RHUB will not retrieve any personally identifiable information, or any other information, from your computer by downloading such Security Updates.

8. NOT FOR RESALE SOFTWARE. Product identified as "Not for Resale" or "NFR," may not be resold, transferred or used for any purpose other than demonstration, test or evaluation.

9. EXPORT RESTRICTIONS.

You acknowledge that the Product is of U.S. origin and subject to U.S. export jurisdiction. You agree to comply with all applicable international and national laws that apply to the Product, including the U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by U.S. and other governments. For additional information

10. LIMITED WARRANTY FOR PRODUCT ACQUIRED IN THE US.

RHUB warrants that the Product will perform substantially in accordance with the accompanying materials for a period of one year from the date of receipt. If an implied warranty or condition is created by your state/jurisdiction and federal or state/provincial law prohibits disclaimer of it, you also have an implied

warranty or condition, BUT ONLY AS TO DEFECTS DISCOVERED DURING THE PERIOD OF THIS LIMITED WARRANTY (ONE YEAR), AS TO ANY DEFECTS DISCOVERED AFTER THE ONE YEAR PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND. Some states/jurisdictions do not allow limitations on how long an implied warranty or condition lasts, so the above limitation may not apply to you. Any supplements or updates to the Product, including without limitation, any (if any) service packs or hot fixes provided to you after the expiration of the ninety day Limited Warranty period are not covered by any warranty or condition, express, implied or statutory. LIMITATION ON REMEDIES; NO CONSEQUENTIAL OR OTHER DAMAGES. Your exclusive remedy for any breach of this Limited Warranty is as set forth below. Except for any refund elected by RHUB, YOU ARE NOT ENTITLED TO ANY DAMAGES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES, if the Product does not meet RHUB's Limited Warranty, and, to the maximum extent allowed by applicable law, even if any remedy fails of its essential purpose. The terms of Section 13 below ("Exclusion of Incidental, Consequential and Certain Other Damages") are also incorporated into this Limited Warranty. Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Limited Warranty gives you specific legal rights. You may have others which vary from state/jurisdiction to state/jurisdiction. YOUR EXCLUSIVE REMEDY. RHUB's and its suppliers' entire liability and your exclusive remedy shall be, at RHUB's option from time to time exercised subject to applicable law, (a) return of the price paid (if any) for the Product, or (b) repair or replacement of the Product, that does not meet this Limited Warranty and that is returned to RHUB with a copy of your receipt. You will receive the remedy elected by RHUB without charge, except that you are responsible for any expenses you may incur (e.g. cost of shipping the Product to RHUB). This Limited Warranty is void if failure of the Product has resulted from accident, abuse, misapplication, abnormal use or a virus. Any replacement Product will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Outside the United States or Canada, neither these remedies nor any product support services offered by RHUB are available without proof of purchase from an authorized international source. To exercise your remedy, contact: RHUB, Attn. RHUB Sales Information 4340 Stevens Creek Blvd. Ste 282, San Jose, CA 95129, or the RHUB subsidiary serving your country. LIMITED WARRANTY FOR PRODUCT ACQUIRED OUTSIDE THE US. FOR THE LIMITED WARRANTIES AND SPECIAL PROVISIONS PERTAINING TO YOUR PARTICULAR JURISDICTION, PLEASE CONTACT YOUR RESELLER OR DISTRIBUTOR.

- 11. DISCLAIMER OF WARRANTIES. The Limited Warranty that appears above is the only express warranty made to you and is provided in lieu of any other express warranties (if any) created by any documentation, packaging, or other communications. Except for the Limited Warranty and to the maximum extent permitted by applicable law, RHUB and its suppliers provide the Product and support services (if any) AS IS AND WITH ALL FAULTS, and hereby disclaim all other warranties and conditions, either express, implied or statutory, including, but not limited to, any (if any) implied warranties, duties or conditions of merchantability, of fitness for a particular purpose, of reliability or availability, of accuracy or completeness of responses, of results, of workman like effort, of lack of viruses, and of lack of negligence, all with regard to the Product, and the provision of or failure to provide support or other services, information, software, and related content through the Product or otherwise arising out of the use of the Product. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO THE PRODUCT.
- 12. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL RHUB OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE PRODUCT, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATON, SOFTWARE, AND RELATED CONTENT THROUGH THE PRODUCT OR OTHERWISE ARISING OUT OF THE USE OF THE PRODUCT, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS EULA, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF RHUB OR ANY SUPPLIER, AND EVEN IF RHUB OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 13. LINKS TO THIRD PARTY SITES. You may link to third party sites through the use of the Product. The third party sites are not under the control of RHUB, and RHUB is not responsible for the contents of any third party sites, any links contained in third party sites, or any changes or updates to third party sites. RHUB is not responsible for webcasting or any other form of transmission received from any third party sites. RHUB is providing these links to third party sites to you only as a convenience, and the inclusion of any link does not imply an endorsement by RHUB of the third party site.
- 14. LIMITATION OF LIABILITY AND REMEDIES. Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of RHUB and any of its suppliers under any provision of this EULA and your exclusive remedy for all of the foregoing (except for any remedy of repair or replacement elected by RHUB with respect to any breach of the Limited Warranty) shall be limited to the greater of the amount actually paid by you for the Product or U.S.\$5.00. The foregoing limitations, exclusions and disclaimers (including Sections 11, 12 and 13 above) shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.
- 15. U.S. GOVERNMENT LICENSE RIGHTS. All Product provided to the U.S. Government pursuant to solicitations issued on or after December 1, 1995 is provided with the commercial license rights and restrictions described elsewhere herein. All Product provided to the U.S. Government pursuant to solicitations issued prior to December 1, 1995 is provided with "Restricted Rights" as provided for in FAR, 48 CFR 52.227-14 (JUNE 1987) or DFAR, 48 CFR 252.227-7013 (OCT 1988), as applicable.
- 16. APPLICABLE LAW. If you acquired this Product in the United States, this EULA is governed by the laws of the State of California.
- 17. ENTIRE AGREEMENT. This EULA (including any addendum or amendment to this EULA which is included with the Product) are the entire agreement between you and RHUB relating to the Product and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Product or any other subject matter covered by this EULA. To the extent the terms of any RHUB policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control.
- 18. The Product is protected by copyright and other intellectual property laws and treaties. RHUB or its suppliers own the title, copyright, and other intellectual property rights in the Product. The Product is licensed, not sold.