

THIS SYOS END USER LICENSE AGREEMENT (“AGREEMENT”) IS BY AND BETWEEN SYLABS, INC., LOCATED AT 1191 SOLANO AVE., UNIT 6634, ALBANY, CA 94706 (“SYLABS”) AND YOU OR THE ENTITY ON WHOSE BEHALF YOU ARE ENTERING INTO THIS AGREEMENT (“YOU” OR “CUSTOMER”) AND GOVERNS YOUR USE OF SYOS AND ANY RELATED UPDATES MADE AVAILABLE BY SYLABS TO YOU (“LICENSED SOFTWARE”).

PLEASE READ THIS AGREEMENT CAREFULLY. BY CLICKING “I ACCEPT,” OR BY INSTALLING, DOWNLOADING OR OTHERWISE USING THE LICENSED SOFTWARE YOU EXPRESSLY ACCEPT AND AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE AN INDIVIDUAL AGREEING TO THE TERMS OF THIS AGREEMENT ON BEHALF OF AN ENTITY, SUCH AS YOUR EMPLOYER, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT ENTITY AND "CUSTOMER" SHALL REFER HEREIN TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT, YOU MAY NOT USE THE LICENSED SOFTWARE.

1. License.

1.1. Licensed Software. Subject to Customer’s compliance with the terms and conditions of this Agreement, Sylabs hereby grants Customer a perpetual, revocable, non-exclusive, non-transferable, non-sub-licensable license to download, install and use the Licensed Software on a single computer, solely in object code format, and solely for Customer’s internal business purposes.

1.2. Open Source Software. The Licensed Software may be provided with certain Sylabs or third party software that is distributed or otherwise made available as “free software”, “open source software” or under a similar licensing or distribution model (“Open Source Software”). Copyrights and other proprietary rights to the Open Source Software are held by the copyright holders identified in the applicable distribution or the applicable help, notices, about or source files.

2. Restricted Activities. Customer shall not, and shall not encourage any third party to: (a) modify, adapt, alter, translate, or create derivative works of the Licensed Software; (b) reverse-engineer, decompile, disassemble, or attempt to derive the source code for the Licensed Software, in whole or in part, except to the extent that such activities are permitted under applicable law; (c) distribute, license, sublicense, lease, rent, loan, or otherwise transfer the Licensed Software to any third party; (d) remove, alter, or obscure in any way the proprietary rights notices (including copyright, patent, and trademark notices and symbols) of Sylabs or its suppliers contained on or within any copies of the Licensed Software; (e) use the Licensed Software for the purpose of creating a product or service competitive with the Licensed Software; (f) use the Licensed Software with any unsupported software or hardware (as described in the applicable documentation provided by Sylabs); (g) use the Licensed Software for any time-sharing, outsourcing, service bureau, hosting, application service provider or like purposes; (h) disclose the results of any benchmark tests on the Licensed Software without

Sylabs' prior written consent; or (i) use the Licensed Software other than as described in the documentation provided therewith, or for any unlawful purpose.

3. Ownership of Licensed Software. Sylabs and its licensors own and retain all right, title, and interest, including all intellectual property rights, in and to the Licensed Software, including any improvements, modifications, and enhancements to it. Except for the rights expressly granted in this Agreement, Customer shall acquire no other rights, express or implied, in or to the Licensed Software, and all rights not expressly provided to Customer hereunder are reserved by Sylabs and its licensors. All the copies of the Licensed Software provided or made available hereunder are licensed, not sold.

4. No Warranties. CUSTOMER EXPRESSLY UNDERSTAND AND AGREE THAT ALL USE OF THE LICENSED SOFTWARE IS AT CUSTOMER'S SOLE RISK AND THAT THE LICENSED SOFTWARE IS PROVIDED "AS IS" AND "AS AVAILABLE." SYLABS, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS MAKE NO EXPRESS WARRANTIES AND DISCLAIM ALL IMPLIED WARRANTIES REGARDING THE LICENSED SOFTWARE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, TOGETHER WITH ANY AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE IN TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM SYLABS OR ELSEWHERE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SYLABS, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT: (A) CUSTOMER'S USE OF THE LICENSED SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS, OR (B) CUSTOMER'S USE OF THE LICENSED SOFTWARE WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR. NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN SHALL EXCLUDE OR LIMIT SYLABS'S WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT THE LICENSED SOFTWARE IS NOT DESIGNED, INTENDED OR WARRANTED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE CONTROLS, INCLUDING WITHOUT LIMITATION, OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, AND LIFE SUPPORT OR WEAPONS SYSTEMS.