

IsoLogic® Platform End User License Agreement

AN AGREEMENT BETWEEN YOU AND DES-CASE

This Platform End User License EULA (this "EULA") is a binding agreement between Des-Case Corporation ("Des-Case" or "Licensor"), and you ("You" or "Your"). This EULA governs Your use of the Platform (which may be provided as part of the Subscription Service) which displays data collected by Connected Breathers and other Sensors connected to your Asset(s) through a Gateway, including without limitation all data, content, and other information delivered or accessed in connection with such Platform, and is available for access, download, installation, and use on a computer, mobile phone, tablet device, or other electronic means ("Device") (collectively, the "Platform"). Capitalized terms used herein but not otherwise defined have the meanings set forth in the Subscription Agreement entered into by and between Des-Case and You.

For purposes of clarity, THIS PLATFORM IS LICENSED, NOT SOLD, TO YOU.

Read this EULA carefully before You begin using the Platform. The terms contained herein apply to all End Users of the Platform. If You are entering into this EULA on behalf of Your employer or other organization ("Your Organization"), the rights granted and restrictions and limitations recited herein to End User apply to Your Organization as well as to You as a representative of Your Organization (anyone so accessing and using the Platform for or on behalf of You and/or Your Organization is hereafter an "End User"). To the extent that you have authority to bind Your Organization to this EULA, should You cease being an authorized representative of Your Organization, Your Organization may continue to operate under this EULA.

BY CLICKING THE "AGREE" BUTTON, DOWNLOADING, INSTALLING, AND/OR USING THE PLATFORM, YOU: (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS EULA; (B) REPRESENT THAT YOU ARE EIGHTEEN (18) YEARS OF AGE OR OLDER; (C) ACCEPT THIS EULA AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS; AND (D) YOU REPRESENT AND WARRANT THAT YOU HAVE THE POWER AND AUTHORITY TO BIND YOUR ORGANIZATION TO THIS EULA. As used in this EULA, "You" and "Your" refers not only to You, the individual clicking the "I Agree" button, but also Your Organization. Des-Case shall not be liable, and You agree to indemnify and hold Des-Case and its affiliates, subsidiaries, employees, agents, licensors and providers harmless from all damages, liabilities, penalties, costs and expenses incurred by Des-Case and/or any of its



affiliates, subsidiaries, employees, agents, licensors or providers that are related to any inaccuracy, false representation or other violation or failure by You in connection with this paragraph. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS, DOWNLOAD, INSTALL, AND/OR USE THE PLATFORM.

Note that this EULA may be updated from time to time, and End User's continued use of the Platform after Licensor has made updates to the terms shall be considered acceptance of those updates. All updates are effective immediately when posted. Des-Case will notify End User of any updates through the Platform and/or via email. It is End User's responsibility to check this EULA periodically for updates.

This EULA was last modified on May 1, 2020.

1. Scope of License Grant. Subject to the terms of this EULA, Des-Case grants You a limited, revocable, non-exclusive, non-sublicenseable, non-assignable, and nontransferable license to access and use the Platform for End User's internal business purposes, strictly in accordance with the Platform's documentation. All rights in and to the Platform not expressly granted herein are reserved to Des-Case. This EULA does not allow End User to use the Platform on any electronic device that is not owned or otherwise controlled by End User. This EULA shall govern any upgrades provided by Des-Case to the Platform, unless otherwise specified by Des-Case at the time the upgrade is made available to an End User.
2. Subscription. Your right to access and use the Platform is only effective during period(s) of access and use subscription rights granted to End User/Your Organization pursuant to a separate written agreement.
3. Acceptable Use and Suspension or Termination of EULA. You shall use the Platform only for lawful purposes and in compliance with this EULA and all applicable laws. You and Your organization are responsible for all use of the Platform by anyone using the Platform using Your logon user name and password, regardless of whether such use is known to or authorized by You or Your Organization. Des-Case may, directly or indirectly suspend, terminate, or otherwise deny any End Users' or another's access to or use of all or any part of the Platform, without incurring any resulting obligation or liability at any time for any reason. This Section does not limit any of Des-Case's other rights or remedies, whether at law, in equity, or under this EULA.
4. End User Restrictions. You SHALL NOT and You SHALL NOT assist or permit any third party to:



- (a) Download and/or install the Platform onto a Device, which is not owned or otherwise controlled by You;
- (b) Copy the Platform, except as expressly permitted by this EULA;
- (c) Rent, lease, lend, sell, sublicense, assign, distribute, re-distribute, publish, transfer, or otherwise make available the Platform, or any features or functionality of the Platform, or any login criteria for accessing the Platform, to any other person or third party for any reason, including but not limited to, making the Platform available on a network where it is capable of being accessed by more than one (1) device at any time;
- (d) Modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Platform, in whole or in part;
- (e) Reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Platform or any part thereof;
- (f) Remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Platform;
- (g) Remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other Intellectual Property or proprietary rights notices from the Platform, including any copy thereof;
- (h) Infringe, misappropriate or otherwise violate any copyright, patent, right of privacy, right of publicity, trademark, trade secret, or other right of Des-Case or any third party;
- (i) Abuse, defame, harass, or stalk any individual or other user of the Platform;
- (j) Interfere or attempt to interfere with, damage or attempt to damage, disable, overburden, or take any action that may undermine the Platform or the proper working thereof or any Des-Case or third-party network or server, including without limitation through the use of cancel bots, forged routing or electronic mail address information, harmful code, packet or IP spoofing, phishing, Trojan horses, viruses, or similar methods or technology;
- (k) Use any deep-link, scraping, robot, spider, or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Platform or any Content (as defined below) thereon, or in any way reproduce or circumvent the navigational structure of the Platform, to obtain or attempt to obtain any materials, documents, or information through any means not purposely made available through the Platform;
- (l) Misrepresent End User's identity, provide false information, impersonate another person or entity, misrepresent End User's affiliation with a person or entity, including



without limitation, Des-Case, create or use a false identity, or attempt to use another user's account;

(m) Probe, scan, or test the vulnerability of the Platform or any network connected thereto;

(n) USE THE PLATFORM TO CONTROL, OPERATE OR TRIGGER THE CONTROL OR OPERATION OF, OR IN ASSOCIATION WITH THE CONTROL OR OPERATION OF ANY HAZARDOUS ENVIRONMENTS OR SYSTEMS, INCLUDING ANY POWER GENERATION SYSTEMS; AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL SYSTEMS, OR ANY OTHER TRANSPORT MANAGEMENT SYSTEMS; ANY SAFETY-CRITICAL PLATFORMS, INCLUDING MEDICAL OR LIFE-SUPPORT SYSTEMS, VEHICLE OPERATION PLATFORMS OR ANY POLICE, FIRE, OR OTHER SAFETY RESPONSE SYSTEMS; AND ANY MILITARY OR AEROSPACE PLATFORMS, WEAPONS SYSTEMS, OR ENVIRONMENTS, (FOR CLARITY, THE PLATFORM MAY BE USED TO MONITOR ANY HAZARDOUS ENVIRONMENTS OR SYSTEMS SO LONG AS THE PLATFORM IS NOT THE PRIMARY MONITORING MECHANISM FOR SUCH SYSTEMS AND END USER HAS ADDITIONAL MONITORING PROTOCOLS IN PLACE TO PREVENT FAILURES OR ERRORS or

(n) Otherwise access or use the Platform beyond the scope of authorization granted under this EULA.

5. Content. The Platform may provide an End User with access to certain features, functionality, data, information, and content accessible on or through the Platform (collectively, "Content"). The Content is the sole and exclusive property of Des-Case and its licensors, and is available to End User solely for purposes of End User's use and access of the Platform in accordance with this EULA. Except for the limited rights granted herein, nothing in this EULA shall transfer to End User any right, title, or interest in or to any Content.
6. Ownership of Your Data. Subject to the terms of this EULA, You own all right, title and interest in and to Your information, documents, or electronic files that are provided by or otherwise received from an End User by or through the Platform ("Your Data"). You hereby irrevocably grant all such rights and permissions in or relating to Your Data as are necessary or useful to Des-Case, its employees, independent contractors, subcontractors (or employees or independent contractors thereof) or agents ("Personnel") to enforce this EULA and exercise Des-Case and its Personnel's rights and perform Des-Case and its Personnel's obligations hereunder. In the event You desire to permit an End User located in the European Union or United Kingdom to use the Platform, which may include without limitation sending, transmitting, uploading and/or storing Your Data, (a) You shall expressly notify Des-Case that it desires to permit an End User located in the European



Union or United Kingdom to use the Platform; and (b) You expressly agree that the terms of Des-Case's Data Processing Terms, shall apply for such Data originating from an End User located in the European Union or United Kingdom that is transmitted, uploaded, or stored effective on or after May 25, 2018, solely to the extent You have complied with its notification obligations set forth in clause (a) above.

7. Your Systems; Security.

(a) You have and will retain sole control over the operation, maintenance, and management of, and all access to and use of, Your information technology infrastructure, including without limitation, computers, software, hardware, and networks, whether operated by You or through the use of third party services ("Your Systems"), and sole responsibility for all access to and use of the Platform by another, by or through Your Systems or any other means controlled by any End User, including any: (a) information, data, instructions, or materials provided by any of them to Des-Case; (b) results or outcomes obtained from any use of the Platform; and (c) conclusions, decisions, or actions based on such use.

(b) You acknowledge and agree that the Platform is not intended to serve as a security system for events that take place in connection with End Users' use thereof.

(c) Neither Des-Case nor its Personnel are obligated to: (i) take any steps to identify, prevent, or correct any illegal, abusive, or otherwise activity that is evidenced by Your Data made available to Des-Case under this EULA; (ii) archive for future reference or otherwise maintain any reproduction of Your Data; or (iii) manufacture, install, or otherwise maintain any equipment or Devices used by End Users in connection with the Platform.

8. Confidentiality; Reservation of Rights; Data Rights.

(a) The Platform contains proprietary and confidential information of Des-Case and constitutes valuable trade secrets. You shall keep the Content and features of the Platform strictly confidential; maintain adequate security to safeguard the Platform; and not allow any third party access to the Platform other than as expressly permitted in this EULA. You shall promptly inform Des-Case if You become aware of any unauthorized use or disclosure of the Platform. You agree that a breach of this Section would cause irreparable harm and damage to Des-Case, and a remedy at law may not be adequate to compensate Des-Case for such harm and damage. Therefore, Des-Case shall have the right to injunctive relief without the posting of a bond. The foregoing shall be in addition to and



shall not limit any other rights or remedies to which Des-Case may be entitled, at law or in equity.

(b) You DO NOT acquire any ownership interest in the Platform under this EULA, or any other rights thereto, other than to use the Platform in accordance with the limited license granted hereunder and subject to all terms, conditions, and restrictions, under this EULA. Licensor reserves and shall retain its entire right, title, and interest in and to the Platform, including all patent, copyright, trademark, trade secret, and other Intellectual Property rights therein or relating thereto, except as expressly granted to End User under these terms.

(c) You acknowledge and agree that Des-Case will have access to certain raw, analytic and demographic data with respect to End Users' use of the Platform and that Des-Case may de-identify Your Data, including, without limitation, digital content, and such de-identification of persons, businesses, and other information therein results in de-identified data for data benchmarking, sharing, warehousing, resource utilization, similar data analysis services and the sharing of any such de-identified data by Des-Case ("Resultant Data"). Any and all Resultant Data shall be owned by Des-Case. Notwithstanding anything to the contrary in this EULA, You acknowledge and agree that Des-Case owns the Resultant Data and has the right to use the Resultant Data for any purpose according to Des-Case's sole discretion. In addition, You acknowledge and agree that You may be providing certain feedback, statements, suggestions and ideas ("Ideas") to Des-Case in connection with Your use of the Platform, which Des-Case may use in future modifications to the Platform, multimedia works and/or advertising and promotional materials relating thereto. In furtherance of the foregoing, You hereby unconditionally and irrevocably assign, convey and transfer to Des-Case any and all right, title, and interest in and to the Resultant Data and Ideas, including but not limited to any copyright, patent right, moral right, and all other Intellectual Property rights relating thereto. In addition, Des-Case will not be obligated and makes no commitment to treat or maintain Ideas which You submit as confidential. In addition, You do not expect and understand that You will not receive or be entitled to any type of payment or remuneration from Des-Case for Ideas or Resultant Data. You agree that all documents and materials submitted to Des-Case will become the property of Des-Case, unless Des-Case agrees otherwise in writing. No obligation is assumed or may be implied on the part of Des-Case by receipt or examination of the Idea or Resultant Data submission to use the Ideas and Resultant Data, compensate You or otherwise enter into another agreement with You.

9. Collection and Use of Your Information; Consent. Des-Case will treat any information it collects or receives from End User through the Platform (including, Your Data) in accordance with its Privacy Notice (the "Privacy Notice"), located at



<https://www.descase.com/privacy-policy>, which is incorporated herein by reference. Please review the Privacy Notice before You use the Platform. By downloading, installing, using, and providing information to or through the Platform, You consent to all actions taken by Des-Case with respect to Your information in compliance with the Privacy Notice. If You are unwilling to accept the terms and conditions of the Privacy Notice, please do not use the Platform.

10. Updates. From time to time, in its sole discretion, Des-Case may develop and make available software updates to the Platform, which could include upgrades, bug fixes, patches, error corrections, new features, and/or modification or deletion of existing features and functionality (collectively, "Updates"). You acknowledge and agree that Des-Case has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Updates shall be delivered to You based on the Device settings, when the Device is connected to the Internet, by either: (a) an automatic Update initiated by the Platform, which shall download and install any available Update; or (b) a notification Update in which the End User receives notice of the availability of an Update prior to choosing to download and install the Update accordingly. Your decision not to Update, or Your failure to promptly update the Platform may result in the inability of Platform, or portions thereof, to operate properly. YOU HEREBY ACKNOWLEDGE AND AGREE THAT ALL UPDATES WILL BE DEEMED TO BE PART OF THE PLATFORM AND, AS SUCH, ALL UPDATES ARE SUBJECT TO THE TERMS AND CONDITIONS OF THIS EULA.
11. Jurisdiction. If an End User accesses the Platform from the United States or outside the United States, that End User is responsible for compliance with all local laws. By using this Platform, You represent and warrant that You are a lawful user of this Platform. End User and Des-Case irrevocably agree to sole and exclusive jurisdiction for any disputes arising under or relating to this EULA, or relating to Your usage of the Platform, in a court of competent jurisdiction sitting in Davidson County, Tennessee, in the United States. End User agrees to be subject to personal jurisdiction in a court of competent jurisdiction sitting in Davidson County, Tennessee, in the United States relating to this EULA or the End User's access to or use of the Platform, and to not contest venue in such courts. You further expressly and irrevocably waive any rights You may have to initiate, transfer, or change venue of any litigation arising related to this EULA or the Platform.
12. Your Termination Requirements; Des-Case's Termination Rights. The term of this EULA commences and continues as set forth in Section 2. When this EULA is terminated, You agree that You shall cease all use of the Platform and delete the Platform and all copies thereof from Your Device. You shall promptly return to Des-Case, or at Des-Case's written request destroy, all documents and tangible materials containing, reflecting,



incorporating or based on the Platform or Content and certify to Des-Case in signed writing that You have complied with such requirements. Des-Case may terminate this EULA at any time without notice to You. In addition, this EULA will terminate immediately and automatically without any notice to You, if You violate any of the terms and conditions of this EULA. Upon termination: (a) all rights granted to You under this EULA will also terminate; and (b) You must cease all access and use of the Platform and delete all copies of the Platform from Your Device(s). TERMINATION WILL NOT LIMIT ANY OF DES-CASE'S RIGHTS OR REMEDIES AT LAW OR IN EQUITY.

13. Effect of Termination or Expiration. Upon End User's written request, Des-Case shall within a reasonable period of time cease all use of Your Data and (a) return to End User, or destroy, all documents and tangible materials containing, reflecting, incorporating, or based on Your Data; and (b) remove Your Data from Des-Case's systems, provided that, for clarity, Des-Case's obligations under this Section 13 do not apply to Resultant Data. Notwithstanding the foregoing, Des-Case may retain Your Data, in its then current state and solely to the extent and for so long as required by applicable law and in its backups, archives and disaster recovery systems until such Data is deleted in the ordinary course.
14. Your Warranties. You represent, warrant, and covenant to Des-Case that You own or otherwise have and will have the necessary rights and consents in and relating to Your Data so that, as received by Des-Case and used in accordance with this EULA, We do not and will not infringe, misappropriate, or otherwise violate any Intellectual Property rights, or any privacy or other rights of any third party or violate any applicable law. You shall be solely responsible for ensuring that the use of the equipment and Devices contemplated herein complies at all times with all applicable federal, state, and local laws, rules, and regulations.
15. Disclaimer of Warranties. THIS PLATFORM IS PROVIDED TO YOU "AS IS" AND "WITH ALL FAULTS AND DEFECTS," WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, DES-CASE EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE PLATFORM, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. DES-CASE MAKES NO WARRANTIES WITH REGARD TO THE ACCURACY, RELIABILITY, COMPLETENESS, COMPREHENSIVENESS, QUALITY, FUNCTIONALITY, TIMELINESS, SPEED, AVAILABILITY, OR ACCESSIBILITY OF ANY INFORMATION SUPPLIED, OR IN CONNECTION WITH THE SERVICES OFFERED WITH THE PLATFORM. DES-CASE DOES NOT WARRANT THAT THE



PLATFORM WILL BE OPERATIONAL, UNINTERRUPTED, SECURE, ERROR-FREE, OR VIRUS-FREE. YOU ACKNOWLEDGE AND AGREE THAT USE OF THE PLATFORM IS AT YOUR SOLE RISK AND END USER RECOGNIZES THAT DES-CASE DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE PLATFORM, THAT ERRORS WILL BE CORRECTED, OR THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED BY, THE PLATFORM WILL MEET YOUR REQUIREMENTS.

THE PLATFORM IS FOR INFORMATIONAL PURPOSES ONLY, AND DES-CASE DOES NOT PROVIDE DIAGNOSTICS OR RECOMMENDATIONS ABOUT EQUIPMENT OR READINGS. ALL DECISIONS REGARDING CHANGES IN OPERATION, MAINTENANCE PRACTICES, MODIFICATION OR ANY OTHER CHANGES IN THE WAY END USER CONDUCT BUSINESS ARE THE SOLE RESPONSIBILITY OF END USER.

16. Exclusion of Damages. EXCEPT FOR (A) EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR (B) YOUR INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 18, TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY HAS ANY LIABILITY ARISING OUT OF OR RELATED TO THE PLATFORM OR ITS OTHER OBLIGATIONS UNDER THIS EULA OR OTHERWISE FOR ANY LOST PROFITS OR REVENUES OR FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OF DATA, AND THE COST OF COVER) HOWEVER CAUSED, WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
17. Limitation of Liability. EXCEPT FOR (A) EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR (B) YOUR INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 18, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF DES-CASE OR ITS PERSONNEL, REPRESENTATIVES, LICENSORS, SERVICE PROVIDERS, AND SUBCONTRACTORS ARISING OUT OF OR RELATED TO THIS EULA, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE GREATER OF (I) FIVE HUNDRED DOLLARS (\$500.00) OR (II) THE TOTAL AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID BY PURSUANT TO THE SUBSCRIPTION AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

NOTWITHSTANDING THE FACT THAT A PARTY MAY HAVE THE RIGHT TO ASSERT CLAIMS FOR INDEMNIFICATION UNDER OR IN RESPECT OF MORE THAN ONE PROVISION OF



THIS EULA OR ANOTHER AGREEMENT ENTERED INTO IN CONNECTION HERewith IN RESPECT OF ANY FACT, EVENT, CONDITION OR CIRCUMSTANCE, YOU SHALL NOT BE ENTITLED TO RECOVER THE AMOUNT OF ANY LOSSES SUFFERED BY YOU MORE THAN ONCE UNDER ALL SUCH AGREEMENTS IN RESPECT OF SUCH FACT, EVENT, CONDITION OR CIRCUMSTANCE.

IF END USER IS DISSATISFIED WITH ANY PORTION OF THE PLATFORM, OR WITH ANY PORTION OF THIS EULA, END USER'S SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE PLATFORM.

18. Indemnification. YOU HEREBY AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS Des-Case and its affiliates, officers, directors, employees, agents, contractors, licensors, and any information providers, from and against any and all demands, claims, actions, proceedings, damages, liabilities, losses, fees, costs or expenses (including without limitation reasonable attorneys' fees and the costs of any investigation) arising out of, in connection with, or relating to any violation or alleged violation of, Your breach of or default under the terms or conditions of this EULA, Your use or misuse of the Platform, or any negligence, gross negligence or willful misconduct by or on behalf of You or Your employees or agents, or otherwise related to Your use of the Platform.

END USER EXPRESSLY WAIVES AND GIVES UP ALL RIGHTS AND BENEFITS UNDER CALIFORNIA CIVIL CODE SECTION 1542 AND ANY LAW OR LEGAL RULE OF SIMILAR EFFECT IN ANY OTHER STATE OR TERRITORY WITH RESPECT TO THE RELEASES GRANTED BY END USER IN THIS EULA, INCLUDING BUT NOT LIMITED TO THE RELEASE OF UNKNOWN AND UNSUSPECTED CLAIMS GRANTED IN THESE TERMS. END USER ACKNOWLEDGES THAT END USER HAS READ AND UNDERSTANDS SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH PROVIDES AS FOLLOWS:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

19. Export Regulation. The Platform may be subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Platform to, or make the Platform accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation (including but not limited to any U.S.-embargoed countries, to anyone on the U.S. Treasury Department's Specially Designated Nationals List, or the U.S. Department of Commerce Denied Persons List or Entity List). You shall comply with all



applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Platform available outside the United States.

20. U.S. Government Rights. The Platform is commercial computer software, as such term is defined in 48 C.F.R. § 2.101. Any End User who is an agency of the U.S. Government, or any contractor therefor, shall receive only those rights with respect to the Platform as are granted to all other End Users under this EULA, in accordance with (a) 48 C.F.R. §§ 227.7201 - 7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other U.S. Government licensees and their contractors.

21. Miscellaneous.

(a) Severability. In the event that any provision of this EULA, or the Platform of any provision of this EULA, is held to be contrary to law by a tribunal or court of competent jurisdiction, the remaining provisions of this EULA shall continue in full force and effect, and this EULA shall be interpreted as if such invalid provision was omitted.

(b) Governing Law. The construction, interpretation and performance of this EULA shall be construed in accordance with and governed by the laws of the State Tennessee (without regard to rules governing conflict of laws provisions).

(c) Limitation of Time to File Claims. ANY CAUSE OF ACTION OR CLAIM AN END USER MAY HAVE ARISING OUT OF OR RELATING TO THIS EULA OR THE PLATFORM MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OTHERWISE SUCH CAUSE OF ACTION OR SUCH CLAIM IS PERMANENTLY BARRED.

(d) Assignment. End User may not assign, transfer, or delegate any of its obligations under this EULA, without the prior written consent of Des-Case. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and void.

(e) Notices. Notices given to Des-Case shall be sent to the attention of: Customer Service, Des-Case Corporation, 675 N. Main St., Goodlettsville, TN 37072, customerservice@descase.com.

