LITEPOINT

END USER LICENSE AGREEMENT

THIS SOFTWARE END USER LICENSE AGREEMENT (**"AGREEMENT"**) IS A LEGAL AGREEMENT BETWEEN CUSTOMER (EITHER AN INDIVIDUAL OR, AS SET FORTH BELOW, AN ENTITY) AND LITEPOINT CORPORATION (**"LITEPOINT"**) REGARDING THE USE OF LITEPOINT'S SOFTWARE (AND RELATED DOCUMENTATION) ACCOMPANYING THIS AGREEMENT AND PROVIDED BY LITEPOINT IN CONNECTION WITH THE LITEPOINT TESTING SYSTEM (**"LITEPOINT SYSTEM"**), WHETHER SUCH SOFTWARE IS PRE- INSTALLED ON THE HARDWARE COMPRISING THE LITEPOINT SYSTEM; SUPPLIED ON A SEPARATE MEDIUM SUCH AS A CD OR MADE AVAILABLE FOR DOWNLOAD BY LITEPOINT THROUGH ITS WEBSITE AND ANY UPDATES TO ANY OF THE FOLLOWING MADE AVAILABLE BY LITEPOINT (COLLECTIVELY **"SOFTWARE"**). IF YOU ARE AN EMPLOYEE OR AGENT OF ANOTHER NATURAL PERSON OR A LEGAL ENTITY WHICH IS THE ACTUAL PURCHASER OF THE LITEPOINT SYSTEM AND SOFTWARE LICENSE (**"CUSTOMER"**), OR THE EMPLOYEE OR AGENT OF A CUSTOMER AFFILIATE, YOU HEREBY REPRESENT AND WARRANT THAT YOU HAVE THE POWER AND AUTHORITY TO ACCEPT AND TO BIND CUSTOMER TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. **"AFFILIATE"** MEANS ALL CURRENT AND FUTURE BUSINESS ENTITIES OF WHICH CUSTOMER OWNS, DIRECTLY OR INDIRECTLY, MORE THAN FIFTY PERCENT (50%) OF THE VOTING SECURITIES. ANY SUCH ENTITY SHALL BE CONSIDERED AN AFFILIATE FOR ONLY SUCH TIME AS CUSTOMER CONTINUES TO OWN SUCH EQUITY INTEREST. BEFORE CLICKING ON THE "I ACCEPT AND AGREE" BUTTON AT THE END OF THIS DOCUMENT, CAREFULLY READ THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY CLICKING ON THE "I ACCEPT AND AGREE" BUTTON, CUSTOMER IS AGREEING TO BE BOUND BY AND IS BECOMING A PARTY TO THIS AGREEMENT. IF CUSTOMER DOES NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE "I DECLINE" BUTTON AND THE SOFTWARE WILL NOT BE AVAILABLE FOR INSTALLATION. IF CUSTOMER IS DECLINING TO ENTER THIS AGREEMENT IN CONNECTION WITH THE INITIAL PURCHASE OF THE LITEPOINT SYSTEM, CUSTOMER MAY RETURN THE UNUSED LITEPOINT SYSTEM AND ALL ACCOMPANYING MATERIALS (INCLUDING ALL SOFTWARE AND DOCUMENTATION) TO LITEPOINT FOR A FULL REFUND OF THE PURCHASE PRICE THEREFOR. CUSTOMER UNDERSTANDS AND AGREES THAT ANY USE OF THE SOFTWARE BY CUSTOMER SHALL CONSTITUTE ITS ACCEPTANCE OF AND AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

1. **GRANT OF RIGHTS & CONFIDENTIAL INFORMATION.**

A. System Software. Subject to the terms and conditions of this Agreement, LitePoint grants Customer a personal, non-exclusive, non-sublicensable and non-transferable (except as set forth under Section 10 below) right and license to use the object code version of any software either pre-installed on the LitePoint System or intended for use on the LitePoint System (**"System Software"**) for Customer's internal business purposes solely as installed on and in conjunction with Customer's use of the relevant LitePoint System. Customer agrees that this Agreement will apply to any permitted use of System Software with other LitePoint System units acquired by Customer.

B. Application Software. "Application Software" means LitePoint Software intended for use on peripheral computer hardware (i.e. non-LitePoint System hardware). The Application Software is "in use" on a computer when it is loaded into the temporary memory (i.e., RAM) or installed into the permanent memory (e.g., hard disk, CD-ROM, or other storage device of any type) of that computer hardware. Subject to the terms and conditions of this Agreement, if Customer has purchased one (1) Application Software license, LitePoint grants Customer a personal, non-exclusive, non-sublicensable and non-transferable (except as set forth under Section 10 below) right and license to install and use one (1) copy of the relevant Application Software in object code format, for internal purposes only, on only one computer, owned or controlled by Customer, at Customer's site and solely in connection with Customer's use of one or more LitePoint Systems. Subject to the terms and conditions of this Agreement, if

Customer has purchased multiple Application Software licenses, LitePoint grants Customer a personal, non-exclusive, non-sublicensable and non-transferable (except as set forth under Section 10 below) right and license to install and use as many copies of the relevant Application Software as Customer has licenses in object code format, for internal purposes only, on computers owned or controlled by Customer at Customer's site(s) and solely in connection with Customer's use of one or more LitePoint Systems. Subject to the terms and conditions of this Agreement, if Customer has purchased an Application Software site license, LitePoint grants Customer a personal, non-exclusive, non-sublicensable and non-transferable (except as set forth under Section 10 below) right and license to install and use the relevant Application Software in object code format, for internal purposes only, on computers owned or controlled by Customer and Customer Affiliates at Customer and Customer Affiliates' sites and solely in connection with Customer's use of one or more LitePoint Systems. Customer shall make reasonable efforts to notify and inform its employees, agents and Affiliates having access to the Application Software of Customer's limitations, duties and obligations regarding use of the Application Software. Customer may make one (1) copy the relevant Application Software for back-up or archival purposes.

C. Documentation. Subject to the terms and conditions of this Agreement, LitePoint grants Customer a personal, non-exclusive, non-sublicensable and non-transferable (except as set forth under Section 10 below) right and license to use any user manuals, written instructions, how-to-guides and any other documentation provided by LitePoint with the Software ("Documentation") in connection with Customer's exercise of its rights and licenses to the System Software and Application Software set forth under Sections A and B above and Customer shall be entitled to make a reasonable number of copies of the Documentation in connection therewith.

D. Updates. To the extent LitePoint makes available to Customer any bug fixes, workarounds, updates, upgrades or other modified versions of any System Software, Application Software or Documentation ("Updates"), any and all such Updates shall be subject to the terms and conditions of this Agreement, including the relevant limited licenses applicable to such Updates set forth under paragraphs A, B and C above. For avoidance of doubt, except as may otherwise be agreed to between Customer and LitePoint pursuant to a separate written agreement, LitePoint has no obligation whatsoever to provide any Updates to Customer by virtue of this Agreement.

E. Restrictions. Customer shall not, and shall not authorize any third party to, attempt to (i) modify, translate, create derivative works of, rent, lease, loan, distribute or sublicense the Software or Documentation, in whole or in part; (ii) copy or otherwise reproduce the Software or Documentation except as expressly set forth herein; (iii) decompile, disassemble or otherwise attempt to reverse engineer, the Software, in whole or in part, provided that to the extent a total prohibition on reverse engineering is void as a matter of applicable law and such invalidity is not cured by virtue of this Agreement being governed by the laws of the State of California and the United States, Customer shall be entitled to do so solely to the minimum extent required under applicable law to permit the Software to interoperate with Customer's other software; (iv) bypass or delete any copy protection methods that are for preventing unauthorized copying or use of the Software; (v) benchmark performance of the Software or LitePoint System; or (vi) use the Software to provide processing services to third parties or otherwise use the Software on a "service bureau", "cloud computing", or similar basis.

F. No Other Rights. Except for the limited grant of rights hereunder, LitePoint and its licensors retain all of their respective rights, title and interest in and to the Software and Documentation, including any and all copyright, patent, trade secret, trademark and other intellectual property rights embodied therein ("Intellectual Property Rights") and nothing in this Agreement shall be construed, whether by implication, estoppel or otherwise to grant Customer (or any third party) any rights under such Intellectual Property Rights, which shall at all times remain with LitePoint or its licensors.

G. Confidentiality. Both the Software and Documentation hereunder contain the valuable trade secrets of LitePoint and its licensors and Customer shall use no less than reasonable care to maintain the secrecy of the Software and Documentation and in no event use the same except in the exercise of its rights in accordance with the terms of this Agreement. Customer shall not disclose the Software or Documentation to any third party other than subject to reasonable non-use and non-disclosure obligations and solely in connection with Customer's exercise of its rights in accordance with the terms and conditions of this Agreement.

2. NO WARRANTY, DISCLAIMERS, LIMITATION OF LIABILITY, & AUDIT.

A. No Warranty & Disclaimer. Except to the extent that LitePoint may expressly warrant System Software as part of a LitePoint System warranty, THE SOFTWARE AND DOCUMENTATION ARE PROVIDED ON AN "AS IS" BASIS AND LITEPOINT AND ITS LICENSORS MAKE NO WARRANTY OF ANY KIND WITH RESPECT TO THE DOCUMENTATION AND SOFTWARE AND LITEPOINT AND ITS LICENSORS HEREBY EXPRESSLY EXCLUDE ANY WARRANTIES WITH RESPECT THERETO, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, ACCURACY OR ANY OTHER WARRANTIES OR GUARANTEES THAT MAY ARISE FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEITHER LITEPOINT NOR ITS SUPPLIERS MAKE ANY REPRESENTATION, WARRANTY, OR OTHER COMMITMENT REGARDING (I) THE USE OR INABILITY TO USE THE SOFTWARE OR (II) ANY RESULTS OF SUCH USE IN TERMS OF CORRECTNESS, ACCURACY, OR RELIABILITY. CUSTOMER UNDERSTANDS AND AGREES THAT IT ASSUMES THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOFTWARE. SOME JURISDICTIONS DO NO PERMIT THE EXCLUSION AND/OR WAIVER OF CERTAIN WARRANTIES. TO THE EXTENT CUSTOMER'S USE OF THE SOFTWARE IS GOVERNED BY THE LAWS OF SUCH JURISDICTION AND SUCH EXCLUSIONS AND/OR WAIVERS ARE NOT ENFORCEABLE BY VIRTUE OF THIS AGREEMENT BEING GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA AND THE UNITED STATES, THE FOREGOING EXCLUSIONS SHALL BE ENFORCED SOLELY TO THE MAXIMUM EXTENT PERMITTED UNDER THE APPLICABLE LAWS OF SUCH JURISDICTION.

B. Limitation of Liability. IN NO EVENT WILL LITEPOINT OR ITS LICENSORS BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, OR LOST DATA, OR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OF ANY KIND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF LITEPOINT OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL CUMULATIVE LIABILITY TO CUSTOMER, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO AND WILL NOT EXCEED THE PURCHASE PRICE OF THE SOFTWARE PAID BY CUSTOMER OR ONE HUNDRED DOLLARS (US$100), WHICHEVER IS GREATER. SOME JURISDICTIONS DO NOT PERMIT THE LIMITATION, EXCLUSION AND/OR WAIVER OF CERTAIN KINDS OF DAMAGES. TO THE EXTENT CUSTOMER'S USE OF THE SOFTWARE IS GOVERNED BY THE LAWS OF SUCH JURISDICTION AND SUCH LIMITATIONS, EXCLUSIONS AND/OR WAIVER OF DAMAGES ARE NOT ENFORCEABLE BY VIRTUE OF THIS AGREEMENT BEING GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA AND THE UNITED STATES, THE FOREGOING LIMITATIONS, EXCLUSIONS AND WAIVERS SHALL BE ENFORCED SOLELY TO THE MAXIMUM EXTENT PERMITTED UNDER THE APPLICABLE LAWS OF SUCH JURISDICTION.

C. Audit. Customer must keep current, complete, and accurate records regarding Customer's reproduction, installation, and use of the Software and the LitePoint System. Customer will provide such information to LitePoint, so long as LitePoint does not make more than four requests during any 12-month period. Customer will, after reasonable prior notice from LitePoint, provide LitePoint or its agents with reasonable access to Customer premises, records, and personnel so that LitePoint may audit and confirm that Customer complies with this Agreement. If an audit reveals any reproduction, installation, or use of the Software that is not compliant with this Agreement, Customer will promptly comply with this Agreement and pay the additional fees (at LitePoint's then- current rates) due plus interest at the rate of 1.5% per month or the highest rate allowed by law, whichever is lower. Customer will also promptly reimburse LitePoint for its reasonable costs of conducting the audit if the audit reveals any noncompliance.

D. Indemnification. Customer will indemnify, hold harmless, and defend LitePoint (including all of its officers, employees, directors, subsidiaries, representatives, affiliates, and agents) and LitePoint's suppliers from and against any damages (including attorney's fees and expenses), claims, and lawsuits that arise or result from Customer's use of the Software and the LitePoint System.

3. TERM AND TERMINATION.

The term of this Agreement shall continue unless terminated in accordance with this Section. LitePoint may terminate this Agreement at any time upon (i) bankruptcy, insolvency or receivership of Customer, or (ii) any material default by Customer of this Agreement not cured within thirty (30) days after notice of such material default. Except for paragraphs A, B, C and D of Section 1, all the remaining provisions of this Agreement shall survive any termination of this Agreement. Customer may terminate this Agreement at any time by ceasing to use the Software and Documentation.

4. AUTOMATIC FEATURES OF THE SOFTWARE.

The Software may contain a feature that is used to automatically enable or disable the Software to ensure that Customer does not use the Software longer than the term of, or beyond the scope of, Customer's license to use the Software. Customer acknowledges that upon the termination of Customer's license to use the Software, or if LitePoint has determined in its sole discretion that Customer's use of the Software exceeds the scope of Customer's license, the Software may cease to function in some or all respects, and Customer may lose access to data made with or stored using the Software. Customer acknowledges that the disabling of the Software is a key feature of the license rights and responsibilities conveyed under this Agreement.

5. SPECIAL PROVISIONS REGARDING THIRD PARTY SOFTWARE.

The Software may contain or be distributed with third party software that is covered by a different license terms (**"Third Party Software"**). Information concerning the inclusion of Third Party Software, if any, and the notices, license terms, and disclaimers applicable to that Third Party Software is contained in the Readme.txt file provided with the Software or if there is a separate installation procedure for the Third Part Software, the notices, license terms, and disclaimers applicable to that Third Party Software may be part of the installation of the Third Party Software. This Agreement does not apply to any Third Party Software identified in the Readme.txt file provided with the Software or when a separate Third Party Software license is included with the Third Party Software installation procedure.

6. HIGH RISK ACTIVITIES AND EXPORT CONTROLS.

A. High Risk Activities. The Software is not designed or intended for use, and Customer shall not use the LitePoint System, including but not limited to the Software, in environments that are hazardous or which require fail safe performance, including, but not limited to, nuclear facilities, weapons systems, air traffic control or life support systems, where a failure of the Software could result in death, personal injury or sever physical or property damage ("High Risk Activities"). LitePoint and its licensors hereby expressly waive any liability in connection with Customer's use of the Software in any High Risk Activities in breach of this Section 6 and Customer agrees to defend, indemnify and hold LitePoint harmless against any alleged claim, demand or judgment made against LitePoint or its licensors based on Customer's breach of the foregoing restrictions or any use in High Risk Activities.

B. Export Controls. In exercising its rights under this Agreement, Customer agrees to comply fully with all export controls and regulations imposed on the Software and Documentation by the U.S. and any other country, organization or nations within whose jurisdiction Customer does business and neither LitePoint nor its licensors shall have any responsibility under controls and regulations beyond the original country of sale of the LitePoint System in connection with which the Software was provided. Customer represents and warrants that it will not use or transfer the LitePoint System, including but not limited to the Software or Documentation, for any use relating to nuclear, chemical or biological weapons, or missile technology unless authorized to do so by the United State's Government. Customer agrees to defend, indemnify and hold LitePoint and its licensors harmless in connection with any claim, demand or judgment applicable against LitePoint or its Licensor's based on Customer's breach of the foregoing restrictions.

7. GOVERNMENTAL RIGHTS.

The Software and Documentation is deemed to be "commercial computer software" and "commercial computer software documentation", respectively, pursuant to DFAR Section 227.7202 and FAR 12.212(b), as applicable and any technical data provided that is not covered by the above provisions is deemed to be "technical data-commercial items" pursuant to DFAR Section 227.7015(a) with use governed by the terms of DFAR Section 227.7015(b). Any and all use by the U.S. Government of the Software or Documentation or any of its agencies shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement.

8. SECURITY.

A. The Software is installed on Customer's systems and networks and Customer is solely responsible for the physical and environmental security of those systems and networks. When on site, if requested by Customer, LitePoint personnel will comply with Customer's physical and environmental, or access, use and security policies, rules, and procedures ("Security Procedures") pertaining to Customer's systems and networks to which they have agreed in advance.

B. Access to the Software, as installed on Customer's systems and networks, is managed and controlled solely by Customer and not by LitePoint. Where LitePoint personnel require remote access to those systems for the purpose of providing maintenance and support services, if requested by Customer, they will comply with Customer's Security Procedures, including policies pertaining to user credentials, to which they have agreed in advance.

C. LitePoint is not responsible for and makes no representation, warranty, or assurance as to the adequacy or sufficiency of Customer's Security Procedures and therefore shall not be responsible of any Security Incidents caused for reasons of inadequacy or insufficiency of Customer's Security Procedures.

9. SECURITY INCIDENTS.

A. Customer shall immediately report to LitePoint any attempted, actual or suspected breach of security or unauthorized access to, corruption of, or theft, loss or ransom of data that in any way may affect, involve or implicate the LitePoint Software or Product (each, a "Security Incident"). The report of the Security Incident shall at a minimum include the type of breach or unauthorized access, the loss, the scope of such (or the anticipated scope) as well as any vulnerabilities discovered in the Software or Product or any other necessary information LitePoint may request for the purpose of investigation on such Security Incident.

B. The parties shall work together, communicating regularly and advising their respective senior management, to identify the root cause of the Security Incident, the nature of the data accessed, corrupted, stolen, lost, or ransomed, and any regulatory or insurance reporting requirements that may be applicable, and any remedial measures that the parties should take, all in consultation with senior management.

C. The parties shall not disclose the fact that a Security Incident has occurred, or any information pertaining to the Security Incident or its cause or data that may have been affected, except and then only to the extent required to do so by law, regulation, or court order, or except as agreed by the parties' senior management, and the parties shall inform their personnel accordingly, instructing all personnel to refer any third party inquiries to senior management.

10. GENERAL PROVISIONS.

Customer shall not assign this Agreement or transfer any of the rights or obligations under this Agreement without the prior written consent of LitePoint and any attempted assignment in violation of the foregoing shall be null and void and of no effect. Subject to the foregoing, this Agreement shall be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties. This Agreement will be governed by the laws of the State of California and the United States, without regard to that body of law controlling conflicts of law. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived by the parties. In the event of any claim arising out of this Agreement, to the maximum extent permitted under applicable law, the parties hereby irrevocably submit to the exclusive jurisdiction of the federal and state courts located in San Jose, California. This Agreement may be amended or supplemented only by a writing that refers explicitly to this Agreement signed on behalf of both parties. No waiver will be implied from conduct or failure to enforce rights nor effective unless in writing signed on behalf of the party against whom the waiver is asserted. To the extent any provision of

this Agreement is found to be invalid, the rest of this Agreement shall continue in full force and effect except to the extent such invalidity would jeopardize LitePoint's or its licensors' rights, title and interest in and to their respective portions of the Software or Documentation, including any Intellectual Property Rights, in which case LitePoint shall be entitled to terminate this Agreement upon thirty (30) days prior written notice to Customer. This Agreement represents the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreement or understanding, whether oral or written, with respect to the subject matter hereof. Unless expressly agreed to by the parties pursuant to a separate writing, no additional, supplemental or pre-printed terms in any purchase order, acknowledgement or similar document of Customer shall be deemed a part of this Agreement and are hereby expressly objected to by LitePoint.

11. QUESTIONS.

Should you have any questions concerning this Agreement, or if you desire to contact LitePoint for any reason, please contact support at www.litepoint.com/support.