

Please read the following License Agreement. You may use the scroll bar to view the rest of this agreement.

END-USER LICENSE AGREEMENT

IMPORTANT. PLEASE READ THIS LICENSE AGREEMENT BEFORE LOADING THE SOFTWARE ONTO YOUR COMPUTER/SERVER.

This End-User License Agreement ("EULA") is a legal agreement between you (a single entity) and Monterey Technology Group, Inc. ("Licensor") for the license of the Software from Licensor accompanying this EULA. If you have entered into an agreement with Licensor, this EULA supplements and is a part of your agreement and is incorporated into your agreement. If you have not yet entered into any other agreement or contract with Licensor, this EULA is a binding, independent legal agreement between you and Licensor. By clicking "I agree," or by installing, copying, modifying, registering, or otherwise using the Software, you agree to be bound by the terms of this EULA.

If you do not agree to accept all of the terms of this EULA, without any changes, additions or subtractions, please promptly click "I do not agree," uninstall and remove the Software from your system, all of your computer(s), server(s), and/or your network, and return the Software to Licensor.

DEFINITIONS:

The following definitions apply to terms as they appear in this EULA:

- (a) "EULA" means this End-User License Agreement.
- (b) "Software" means the LOGbinder SQL software accompanied by this EULA.
- (c) "Licensor" means Monterey Technology Group, Inc.
- (d) "You" means you, a single entity.
- (e) "computer" and "server" each mean a single computer server.

THE SOFTWARE:

The Software is owned by and the property of Licensor. The Software is protected by the copyright laws of the United States of America, as well as international treaties protecting copyrights, as well as other intellectual property laws and treaties. While Licensor continues to own the Software, you will be granted, under this EULA, certain limited rights only to use the Software after your acceptance of this EULA.

LICENSE GRANT:

This EULA grants you the following rights:

- (a) This software must be licensed for the total number of SQL instances processed by this software. For the avoidance of doubt and regardless of how many servers you install the software on, you must purchase multiple licenses equal to the number of instances processed by this software.

(b) Notwithstanding the foregoing, You may make one copy of the Software for archival purposes, or copy the Software onto the hard disk of your server as a single copy and retain the original for archival purposes. In the event that you make such a copy, you must ensure that the proprietary, copyright, trademark or other such notices contained in or placed on the Software are affixed to any such copy in the same location and manner as it appears in or on the Software.

(c) You may, after prior written notice to Licensor and Licensor's consent, which shall not be unreasonably withheld, transfer the Software on a permanent basis to another person or entity, provided that you retain no copies of the Software and that the transferee agrees to all of the terms of this agreement and provides written notice of its agreement to Licensor.

(e) You may only use the Software for commercial purposes, and not for personal or household use.

DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS:

(a) You may not copy any documentation which accompanies the Software.

(b) You may not sublicense, rent, or lease the Software, in part or in whole, or host the Software on your server for others to use. You may not allow the use of the Software as a service bureau.

(c) You may not reverse engineer, decompile, disassemble, modify, adapt, alter, integrate, translate, convert into human readable form, or make any attempt to discover, view or read the source code of the Software. You may not create derivative works, modifications or improvements to, of, from or on the Software.

(d) The Software is a single product. It may not be separated into its individual parts for use on any other server or computer.

(e) You may not transfer the Software to any third party without the prior written consent of Licensor.

(f) You may not use a previous version or copy of the Software after you have received a replacement or an upgraded version as a replacement of the Software. All copies of any prior version must be destroyed.

(g) Software installation, setup and maintenance is your sole responsibility. Licensor shall have no obligation or responsibility for software installation, setup or maintenance.

(h) You agree and grant Licensor the right to enter your premises and to access electronically at any time your server/computer as installed in order to verify your compliance with this EULA.

(i) All rights not expressly granted are reserved by Licensor. This EULA does not grant you any rights in connection with any copyrights, trademarks or service marks of Licensor.

(j) The Software may include copy protection or sunset technology to prevent the unauthorized copying or use of the Software. You agree that you will not circumvent any copy protection technology in the Software.

(k) This EULA does not require Licensor to provide to you any maintenance, updates, new versions, or support services related to the Software. The Licensor may or may not support the Software or any particular versions of the Software. Any services provided by Licensor, if any, may be described in the governing services

agreement. Any supplemental software code, updates, modifications, or upgrades provided to you, whether as part of any support services or otherwise, are considered part of the Software and subject to the terms and conditions of this EULA. You acknowledge and agree that Licensor may use for its business purposes, including product support and development, any information you provide to Licensor whether the provision occurs during any support services, warranty claim or otherwise.

(l) Without prejudice to any other rights, Licensor may immediately terminate without notice this EULA if you fail to comply with any terms or conditions of this EULA.

(m) Returns and refunds are not accepted.

(n) You agree that you will not use the Software for any non-commercial purposes. You agree that you will not use the Software for personal or household purposes.

(o) You represent that you are authorized on behalf of your business or enterprise to enter into this EULA.

(p) You agree that you will not, during or after the termination of this EULA, contest or challenge Licensor's ownership of, or interest in, the Software.

(q) You may not remove any copyright or other proprietary rights notices on any label of disks or other storage media containing the Software or in any documentation for the Software. You shall ensure that Licensor's copyright and proprietary rights notices are not disabled and remain conspicuously displayed as provided in the Software.

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Any are subject to all terms and conditions of this EULA.

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EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES:

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY SPECIAL, INCIDENTAL, 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, FOR LOSS OF DATA, 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 SOFTWARE, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, 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 LICENSOR, AND EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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 LICENSOR WHETHER UNDER ANY PROVISION OF THIS EULA, OR FROM ANY OTHER SOURCE OF LIABILITY, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, AND

YOUR EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING (EXCEPT FOR ANY REMEDY OF REPAIR OR REPLACEMENT ELECTED BY LICENSOR WITH RESPECT TO ANY BREACH OF THE LIMITED WARRANTY), SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID, WITHIN THE ONE (1) CALENDAR YEAR PRECEDING THE TIME YOU MAKE A CLAIM TO LICENSOR OF SUCH DAMAGES, BY YOU TO LICENSOR FOR THE SOFTWARE THAT CAUSED THE DAMAGES OR THAT IS THE SUBJECT MATTER OF OR DIRECTLY RELATED TO THE CAUSE OF ACTION. IN NO EVENT WILL LICENSOR BE LIABLE FOR ANY DAMAGES CAUSED, IN PART OR IN WHOLE, BY YOUR FAILURE TO PERFORM YOUR OBLIGATIONS, OR FOR ANY LOSS OF DATA, PROFITS, SAVINGS, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR FOR ANY CLAIMS BY YOU BASED UPON A THIRD-PARTY CLAIM.

SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY OR MAY NOT APPLY TO YOU. THE PROVISIONS IN THIS PARAGRAPH WILL APPLY REGARDLESS OF WHETHER YOU ACCEPT THE SOFTWARE.

YOUR EXCLUSIVE REMEDY:

Licensor=s sole obligation and entire liability, if any, shall be, at Licensor=s option from time to time exercised subject to applicable law, to repair or replace the Software, so long as you return the original Software. If such a remedy is elected by Licensor, you are responsible for any expenses you may incur (e.g. cost of shipping Software to Licensor). Any replaced parts shall become the property of Licensor. Any replaced Software will be warranted with the same limited warranty set forth above for the longer of the amount of time left in the original warranty period or thirty (30) days. To exercise your remedy, contact Licensor at the address listed below.

CONFIDENTIALITY :

You acknowledge the Software, including its source code and know-how relating to such things, constitute confidential information of Licensor (collectively, "Confidential Information"). You ("Disclosee") will therefore: (a) will take reasonable steps (including those steps that the Disclosee takes to protect its own information that it regards as confidential) to keep the Confidential Information confidential; and (b) will not disclose or otherwise make available, except as otherwise provided by law, the Confidential Information of the other party to any third party except to such directors, officers, employees and agents of the Disclosee who have a need to have access to the Confidential Information of the other party to perform their obligations to the other party under this EULA. The confidentiality provisions of this paragraph will not apply to Confidential Information that: (a) is in the public domain other than as a consequence of a breach of the obligations contained in this EULA to maintain the confidentiality of such Confidential Information; (b) is established by Disclosee's documents as

being known by the Disclosee prior to its disclosure to the Disclosee hereunder or is independently developed by the Disclosee without breach of the obligations contained in this EULA; or (c) has been received by the Disclosee from a third party who is not subject to obligations similar to the obligations contained in this EULA. In the event that the Disclosee receives notice indicating that it may or will be legally compelled to disclose any of the Confidential Information, it will provide Licensor with prompt notice so that the Licensor may at its sole discretion seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this EULA. In the event that such protective order or other remedy is not obtained for whatever reason, or that such other party waives compliance with the provisions of this EULA, the Disclosee may furnish only that portion of the Confidential Information that he or she is legally required to disclose. The foregoing agreements and covenants set forth in this paragraph will be construed as being an agreement independent of the provisions in this EULA. The existence of any claim or cause of action of either party against the other party, whether predicated on this EULA or otherwise, shall not constitute a defense to the enforcement by such other party of any of the covenants and agreements of this paragraph. Each of the parties acknowledges that its failure to comply with the provisions of this paragraph will cause irreparable harm to the other party which cannot be adequately compensated for in damages, and accordingly acknowledges that the other party will be entitled, in addition to any other remedies available to it, to interlocutory and permanent injunction relief to restrain any anticipated, present or continuing breach of this paragraph.

In the event you breach this EULA, Licensor shall have the right, at its sole option, to terminate this EULA or any portion of this EULA, in addition to any other available remedies.

Upon Termination of this EULA. Upon the termination of this EULA: (a) Your confidentiality obligations, as well as any accrued payment obligations to Licensor, shall survive such termination; (b) your license right to the Software shall immediately cease, and (c) you shall: (i) return to Licensor all copies of and media bearing the Software within 10 business days; (ii) delete and erase any copy of the Software copied onto any computer/server pursuant to this EULA; (iii) erase all backup and archival copies of the Software; and (iv) certify in writing to Licensor within ten (10) business days of the termination of this EULA that all copies of the Software have been returned to Licensor or have been erased. You further authorize Licensor, in the event of termination of this EULA, to remotely and/or electronically disable, delete and/or remove the Software from your computer(s), server(s), and system(s). Termination of this EULA shall not limit either party from pursuing other remedies available to it, including injunctive relief, nor shall such termination relieve you from your obligation to pay fees accrued prior to the termination.

MISCELLANEOUS:

If applicable and unless overridden by a separate agreement, this EULA is incorporated into the agreement you have reached with Licensor for the Software, and in the event of any conflict between the terms of such agreement and this EULA, the terms of this EULA shall prevail and govern.

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

This EULA is governed by the laws of the State of North Carolina. This EULA may only be modified by a writing signed by both you and Licensor.

Disputes concerning or arising out of this EULA shall be submitted to confidential binding arbitration in Greensboro, North Carolina before the Judicial Arbitration and Mediation Service ("JAMS") pursuant to the Streamlined JAMS Arbitration Rules and Procedures. Each party hereto submits to the jurisdiction of JAMS at the location so indicated above. Any process served in connection with any proceeding arising out of or relating to this EULA may be served upon the party to be served by registered or certified mail at the address listed above. Any such service will have the same effect as personal service within the states so indicated above. The foregoing shall not preclude any party hereto from seeking enforcement outside the relevant state of the arbitration of any order or judgment rendered by any court upon the JAMS award.

Except as expressly provided in this EULA, no amendment or waiver of this EULA shall be binding unless executed in writing by the Customer and Licensor. No waiver of any provision of this EULA shall constitute a waiver of any other provision nor shall any waiver of any provision of this EULA constitute a continuing waiver unless otherwise expressly provided.

If any provisions of this EULA shall for any reason be held illegal or unenforceable, such provision shall be deemed separable from the remaining provisions of this EULA and shall in no way affect or impair the validity or the enforceability of the remaining provisions of this EULA.

This EULA constitutes the entire agreement between the parties pertaining to the subject matter hereof. There are no warranties, conditions, or representations (including any that may be implied by statute) and there are no agreements in connection with such subject matter except as specifically set forth or referred to in this EULA.

Should you have any questions concerning this EULA, or if you desire to contact Licensor for any reason, please send a written communication to: rsmith@montereytechgroup.com.

