

CORASCLOUD INCORPORATED - Software License Agreement

THIS PRODUCT CONTAINS SOFTWARE, THE USE OF WHICH IS LICENSED BY CORASCLOUD INCORPORATED ("CORASCLOUD"), TO YOU PURSUANT TO THE FOLLOWING TERMS. CORASCLOUD IS WILLING TO GRANT USER A LICENSE TO USE THE SOFTWARE ONLY ON THE CONDITION THAT USER ACCEPTS ALL TERMS IN THIS AGREEMENT.

USER ACKNOWLEDGES THAT USER HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY IT. IF USER DOES NOT AGREE TO ANY OF THE TERMS BELOW, CORASCLOUD DOES NOT LICENSE THE SOFTWARE TO USER.

1. Definitions.

- a. "Documentation" means the manuals and other published material in hard copy or electronic form delivered with the Software or provided to Licensee by CORASCLOUD which include information about the Software and its functional specifications.
- b. "Licensee" means the corporate entity to which this license is granted.
- c. "License Fees" means the monies/fees paid to CORASCLOUD for the Licensed Software licensed under the terms of this License Agreement.
- d. "Pricing Schedule" means a written document setting forth the fees for the use of the Software signed by Licensee and an authorized representative of CORASCLOUD.
- e. "Revision" means a patch or version of the Software with minor changes and/or corrections.
- f. "Software" means the standard, unmodified computer program in object code form from CORASCLOUD and referenced on the Pricing Schedule. It includes any accompanying Documentation, Revisions, Upgrades, databases, modifications, enhancements thereto, any copies thereof, and, non-compiled, XML-based or other document typed code. Software may include sublicensed software that CORASCLOUD has obtained under license.
- g. "Upgrade" means a version of the Software with new features and/or significant enhancements.
- h. "Use" means copying, storing, loading, installing, executing or displaying the Software in Licensee's normal business operations. Use is limited to the type of operations described in the Documentation solely to process Licensee's own work and specifically excludes any service bureau or time-share services to third parties without CORASCLOUD's prior written consent, which consent may be withheld or denied in CORASCLOUD's sole and absolute discretion, and is subject to payment of such additional License Fees as CORASCLOUD may require.
- i. "User" is an individual who has the rights to Use the Software as granted by this Software License Agreement.
- j. "Server" is defined as an instance of Microsoft Windows SharePoint Services and/or Microsoft Small Business Server and/or Microsoft Office SharePoint Server and/or Microsoft SharePoint Foundation and/or Microsoft SharePoint Server that is connected to one or more configuration databases or content databases which are modified using the Software. An instance is a separate installation of Software on a physical server or on a virtual machine.
- k. "Server Farm" is a series of networked servers—physical or virtual—dedicated to a specific location and/or organization.
- l. "Multi-Tenant Server/Server Farm" is defined as a Server/Server Farm in which separate and distinct entities are accessing and Using the Software.
- m. "Tenant" is one of the separate and distinct entities accessing and using the Software on a Multi-Tenant Server/Server Farm.

2. Ownership and Definition.

This License Agreement is for the license of the Software and is not a sale. As between the parties hereto title, ownership rights, and intellectual property rights (including without limitation all applicable rights to patents, copyrights, trademarks and trade secrets inherent therein and appurtenant thereto) in and to the Software (including without limitation any images, data, animations, video, audio, music, and text incorporated into the Software), and all copies of the Software, are owned by CORASCLOUD or its licensor(s), as applicable, and are protected by U.S. copyright laws and international copyright treaties, as well as other intellectual property laws, treaties, and federal and state trade secret laws. Your rights to Use the Software are specified in this License Agreement and CORASCLOUD retains all rights not expressly granted to you herein. You agree that CORASCLOUD shall own all right, title and

interest in and to any changes or suggested changes made by you to the Software and you further agree to execute any and all assignments or other documents necessary to convey such ownership rights to CORASCLOUD. Nothing in this License Agreement constitutes a waiver of CORASCLOUD's rights under U.S. or international copyright law or any other federal or state law.

3. License Priority.

A printed and executed paper License Agreement takes precedence over any on-screen License Agreement found within the Software. Subsequent updates and new versions of the Software may have additional or different terms.

4. License and Restrictions.

- a. **Software License.** Subject to the terms and conditions hereof, CORASCLOUD grants Licensee a limited, non-exclusive, non-transferable, worldwide, perpetual license to the Software, unless a specific License Term is defined in the Pricing Schedule. If a specific License Term is defined in the Pricing Schedule, licensee has rights to the Software during the specific License Term only.
- b. **Users.** The License further authorizes an unlimited number of Users of the Software, unless a specific number of Users is defined in the Pricing Schedule. If a specific number of Users is defined in the Pricing Schedule, only that number of Users has rights to Use the Software.
- c. **General Use.** Licensee may install the Software on any number of Servers within a single Server Farm, unless a specific number of Servers is defined in the Pricing Schedule. If a specific number of Servers is defined in the Pricing Schedule, licensee is limited to installing the software on that number of Servers only.
- d. **Multi-Tenant Use.** In the case of a Multi-Tenant Server/Server Farm, each Tenant must have its own License to Use the Software.
- e. **Copies.** You may make any number of copies of the Software. You must reproduce all copyright and other proprietary or restricted rights notices on all such copies. You may copy the Documentation only for internal Use within your organization.
- f. **Business Purposes.** You may use the Software to facilitate communication among your employees and other individuals but you may not use it to provide services to third parties on a rental, hosting, application provider or similar basis such as is done by hosting companies, service bureaus or similar organizations nor are you permitted to re-license or resell the Software.
- g. **Additional Restrictions.** Licensee acknowledges and agrees that the continued integrity of the Software and CORASCLOUD's obligations under this License Agreement are dependent upon and subject to the proper Use and maintenance of the Software by Licensee and its authorized end Users. Proper Use and maintenance means that you will install, maintain and Use the Software according to the Documentation supplied by CORASCLOUD, follow CORASCLOUD's instructions for installing Revisions and Upgrades and for correcting and circumventing bugs, and abide by all of the terms of this License Agreement. Without CORASCLOUD's prior written consent, you may not:
 - i. remove any proprietary notices or labels on the Software or any copies thereof;
 - ii. copy (except as specifically permitted in this License Agreement), distribute, rent, lease, export, grant a security interest in, sublicense or otherwise transfer all or any portion of the Software or the rights therein or thereto;
 - iii. reverse engineer, decompile (including the use of .NET Reflector or similar technologies), disable any control feature, or otherwise create the source code from the object code of the Software except as authorized by the Documentation;
 - iv. permit individuals not authorized hereunder to Use the Software, and you agree to take all reasonable steps to prevent such Use; or
 - v. modify, adapt, alter, translate, or create derivative works from the Software.

5. Warranties

- a. CORASCLOUD represents and warrants that CORASCLOUD uses commercially reasonable methods to detect and prevent computer instructions, viruses or other technological means of being incorporated into the Software whose purpose is to disrupt, damage or interfere with the Licensee's use of its computer(s) ("Harmful Code"). Harmful Code shall include, without limitation, any automatic restraint, virus, worm, Trojan horse, time-bomb, or trap-door.

- b. CORASCLOUD represents and warrants that the Software does not contain any "time bomb" or other functions, routines, devices or instructions intended to prevent access to the Software or to interrupt Licensee's operation of the Software or other software or hardware.
- c. CORASCLOUD represents and warrants that to the best of CORASCLOUD's knowledge and belief the Software does not infringe any patent right of a third party, and that no adverse claims exist as to the Software.
- d. To the extent that the Software is copyrighted and/or patented, CORASCLOUD warrants and represents that it is the copyright and/or patent owner or licensee of the copyright and/or patent owner(s) of the Software. CORASCLOUD warrants and represents that it has the unqualified right to make the Software available to Licensee and to grant licenses under the terms of this Agreement.

6. Limitation of Warranties.

- a. THE SOFTWARE IS PROVIDED "AS IS" AND CORASCLOUD MAKES NO WARRANTY AS TO ITS USE OR PERFORMANCE, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, ACCURACY, AND EFFORT IS WITH THE USER. CORASCLOUD AND ITS SUPPLIERS DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE. EXCEPT FOR THE WARRANTIES IN SECTION 5 ABOVE, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW CORASCLOUD DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES OF TITLE, NONINTERFERENCE AND NONINFRINGEMENT. USER ACKNOWLEDGES AND AGREES THAT IT HAS NOT RELIED ON ANY ORAL INFORMATION OR ADVICE, WHETHER GIVEN BY CORASCLOUD, ITS SUPPLIERS, DEALERS, DISTRIBUTORS, AGENTS, OR EMPLOYEES.
- b. IN NO EVENT WILL CORASCLOUD BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY DAMAGES RELATED TO LOSS OF USE, DATA, SOFTWARE, BUSINESS, PROFITS OR GOODWILL, WORK STOPPAGE, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF CORASCLOUD HAS KNOWLEDGE OF THE POTENTIAL LOSS OR DAMAGE. CORASCLOUD SHALL NOT BE LIABLE FOR DAMAGES, CLAIMS BY THIRD PARTIES OR ANY OTHER CLAIM FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, ARISING MORE THAN ONE (1) YEAR AFTER THE DISCOVERY OF THE DEFECT RESULTING IN ANY SUCH DAMAGE. YOU ACCEPT THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT WITH THE UNDERSTANDING THAT CORASCLOUD'S LIABILITY IS LIMITED TO THE AMOUNT PAID FOR THE SOFTWARE LICENSE AND THAT YOU MAY REDUCE YOUR RISK FURTHER BY MAKING APPROPRIATE PROVISION FOR INSURANCE. YOU FURTHER AGREE TO MITIGATE ALL LOSSES OR DAMAGES.
- c. Each party's entire liability to the other party under or related to this License Agreement shall not exceed all License Fees paid by Licensee under this License Agreement.
- d. The foregoing limitations of liability shall not apply to either party's
 - i. breach of confidentiality obligations; or
 - ii. indemnification obligations set forth in this License Agreement, if any.
- e. CORASCLOUD and Licensee acknowledge and agree that the disclaimers, exclusions, and limitations of liability set forth in this section form an essential basis of this License Agreement, and that, absent any of such disclaimers, exclusion, or limitations of liability, the terms of this License Agreement, including without limitation the economic terms, would be substantially different.

7. Delivery; Installation; Support Services.

Licensee hereby acknowledges that it has received the Software and that CORASCLOUD has no further delivery obligation under this License Agreement. Licensee further acknowledges that CORASCLOUD shall have no obligation under this License Agreement to install the Software on Licensee's equipment or to configure Licensee's computer or systems for use with the Software. This License Agreement does not include technical support by CORASCLOUD. Support services may be available from CORASCLOUD pursuant to a separate agreement. Licensee is solely responsible for support of its authorized end Users.

8. Pricing and Payment.

License Fees for the license granted hereunder will be set forth on a written Pricing Schedule or Statement of Work, signed by Licensee and an authorized representative of CORASCLOUD. The effectiveness of the licenses granted hereunder is conditioned on the receipt by CORASCLOUD of all applicable fees.

9. Term and Termination.

This License Agreement is perpetual unless terminated as set forth in this section. CORASCLOUD may terminate this License Agreement, effective immediately upon written notice to Licensee, if Licensee breaches any provision of this License Agreement or if Licensee fails to pay any portion of the fees set forth in the Pricing Schedule. Upon termination of this License Agreement for any reason, any amounts owed to CORASCLOUD under this License Agreement prior to such termination will be immediately due and payable, and Licensee must promptly discontinue all use of the Software, erase all copies of the Software from Licensee's computers, destroy all copies of the Software and derivative software and all Documentation, and certify in writing to CORASCLOUD that it has fully complied with these requirements. Sections 1, 2, 4(d), 6, 9, 10, and 14 will survive termination of this License Agreement for any reason.

10 Misuse or Modification.

The Software is intended for Use as specified in this License Agreement and in accordance with the Documentation. You agree to hold harmless, indemnify, and defend CORASCLOUD, its officers, directors, employees and agents, from and against any loss, claim or damages (including reasonable attorneys' fees) arising out of or relating to any claim

- i. that you have encoded, compressed, copied, or transmitted any materials (other than the materials provided by CORASCLOUD) in connection with the Software in violation of another party's rights or in violation of any law;
- ii. that you have misused, allowed to be misused or modified the Software in any manner not expressly permitted by this License Agreement; or
- iii. that any content added to or incorporated into the Software by you infringes any intellectual property rights of any third party.

11. Government End Licensees.

The license granted under this License Agreement does not constitute a response by CORASCLOUD to any request for proposals, bid solicitation or other invitation or offer to contract by any governmental authority but instead constitutes an offer to enter into a license agreement only upon the terms and conditions set forth herein. If the United States Government or any other governmental authority shall seek to acquire the Software and its acquisition of such Software would result in the U.S. Government or such other governmental authority having rights in any software that are at variance with the terms and conditions of this License Agreement, CORASCLOUD shall not be bound by any such rights unless it shall have expressly entered into an amendment of this License Agreement that shall set forth such rights in accordance with any applicable governmental rules or regulations, including the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement. The Software is a "commercial item," as that term is defined in 48 C.F.R. §2.101. The contractor/manufacture is CORASCLOUD INCORPORATED, 7918 Jones Branch Drive, Suite 800, McLean, Virginia 22102.

12. Export Controls; Taxes.

You agree that the Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations. In addition, if the Software is identified as an export controlled item under any such export laws, you represent and warrant that you are not a citizen, or otherwise located within, an embargoed nation and that you are not otherwise prohibited from receiving the Software. You are responsible for obtaining any and all required governmental authorizations required in connection with your use of the Software, including, without limitation, any export or import licenses and foreign exchange permits. CORASCLOUD shall not be liable if any such authorization is delayed, denied, revoked, restricted or not renewed and you shall bear all risks and costs associated with such activities. If you are importing or exporting the Software outside of the United States, you agree to indemnify and hold CORASCLOUD harmless from and against any import and export duties or other claims arising from such importation or exportation. You shall be responsible for payment of all taxes, fees, assessments or levies on the Software, or arising out of or imposed by reason of this Agreement or the license granted hereunder, except for any tax based on CORASCLOUD's annual net income. All rights to Use the Software are granted on condition that such rights are forfeited if you fail to comply with the terms of this Agreement.

13. Compliance with Licenses.

Licensee agrees that upon request from CORASCLOUD or CORASCLOUD's authorized representative, it will within thirty (30) days fully document and certify that use of any and all CORASCLOUD Software at the time of the request is in conformity with the applicable licenses granted by CORASCLOUD and the terms and conditions of this License Agreement.

14. General.

- a. **Governing Law; Venue.** This License Agreement is governed by the laws of the Commonwealth of Virginia without regard to its conflict of laws principles. In the event of any dispute relating to this License Agreement, Licensee consents to the exclusive jurisdiction and venue in the state and federal courts sitting in Fairfax County, Virginia.
- b. **Equitable Relief.** Licensee agrees that CORASCLOUD shall be entitled to obtain injunctive relief against Licensee, in addition to any other remedies to which it may be entitled, to enforce the terms and conditions of this License Agreement and to protect CORASCLOUD's proprietary rights in the Software.
- c. **Waiver.** No failure or delay on the part of any party in exercising any right or remedy provided in this License Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of or failure to exercise any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy under this License Agreement.
- d. **Assignment.** Neither this License Agreement nor any part hereof may be assigned (whether by merger, operation of law or otherwise) by Licensee without CORASCLOUD's prior written consent provided that if the requested assignment is to an entity with or into which Licensee is merged or consolidated or to which it sells all or substantially all its capital stock or assets, such consent shall not be unreasonably withheld. Any purported assignment in violation of the foregoing will be null, void and of no effect. This License Agreement shall be binding upon the parties' respective successors and permitted assigns.
- e. **Use of Name.** CORASCLOUD may include the name of Licensee in its public list of customers, including, but not limited to, listing on its web site.
- f. **Force Majeure.** Neither party to this License Agreement shall be liable for delays caused by an event of natural disaster, casualty, acts of God, riots, governmental acts or such other event of similar nature that is beyond the delaying party's control (excluding payment obligations); provided however that such party shall not have contributed in any way to such event.
- g. **Severability.** If any provision of this License Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- h. **Entire Agreement; Amendment.** Subject only to the provisions of Section 3, this License Agreement, together with any Pricing Schedule or other document attached hereto or delivered herewith, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all previous and contemporaneous communications, presentations, quotations or agreements regarding the subject matter hereof, and no waiver, alteration, modification, or cancellation of any of the provisions of this License Agreement shall be binding unless made in writing and signed by an authorized officer of CORASCLOUD.
- i. **Headings.** The headings in this License Agreement are for purposes of reference only and shall not in any way limit or affect the meaning or interpretation of any of the terms hereof.