

EXABLOX, INC.
END USER LICENSE AGREEMENT

THIS END USER LICENSE AGREEMENT (THIS “**AGREEMENT**”) APPLIES TO YOUR USE OF THE SERVICES (AS DEFINED BELOW) PROVIDED BY EXABLOX, INC. (“**EXABLOX**”).

PLEASE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY.

BY ACCESSING OR USING THE SERVICES, YOU ACKNOWLEDGE AND AGREE THAT: (I) YOU HAVE READ ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT; (II) YOU UNDERSTAND ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT; AND (III) YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, EXABLOX IS UNWILLING TO PROVIDE YOU WITH A RIGHT TO USE THE SERVICES.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY (OR OTHER ENTITY) OR IF YOU ARE ACCESSING THE SERVICES IN YOUR CAPACITY AS AN EMPLOYEE, CONSULTANT OR AGENT OF A COMPANY (OR OTHER ENTITY), YOU REPRESENT THAT YOU ARE AN EMPLOYEE, CONSULTANT OR AGENT OF SUCH COMPANY (OR OTHER ENTITY) AND YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF SUCH COMPANY (OR OTHER ENTITY).

THE “**EFFECTIVE DATE**” OF THIS AGREEMENT IS THE DATE YOU FIRST ACCESS THE SERVICES.

FOR THE PURPOSE OF THIS AGREEMENT, YOU AND, IF APPLICABLE, SUCH COMPANY (OR OTHER ENTITY) CONSTITUTES “**CUSTOMER**”.

THIS AGREEMENT CONSTITUTES A LEGALLY ENFORCEABLE AGREEMENT BY AND BETWEEN YOU AND EXABLOX.

1. Grant. Subject to the terms and conditions of this Agreement, during the term of this Agreement, Exablox grants Customer a non-exclusive, non-transferable and limited license to access and use the Exablox’s subscription services including the software components of such subscription services (collectively, the “**Services**”).

2. Restrictions. Except as expressly authorized by this Agreement, Customer may not: (i) modify, copy, disclose, alter, translate or create derivative works of any of the Services; (ii) license, sublicense, resell, distribute, lease, rent, lend, transfer, assign or otherwise dispose of any of the Services; (iii) use any of the Services, or allow the transfer, transmission, export or re-export any of the Services in violation of any export control laws or regulations administered by the U.S. Commerce Department; (iv) decompile, disassemble, decode or reverse engineer the Services, translate the Services or otherwise attempt to learn the source code, structure, algorithms or internal ideas underlying the Services or reduce the Services by any other means to a human-perceivable form; (v) copy, frame or mirror any part or content of the Services, other than copying or framing on Customer’s intranet or otherwise for Customer’s internal business purposes; (vi) access the Services in order to (a) build a competitive product or service, or (b) copy any features or functions of the Services; (vii) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein; (viii) attempt to gain unauthorized access to the Services or their related systems or networks; (ix) disclose to any third party any performance information or analysis relating to the Services; or (x) cause or permit any individual to do any of the foregoing.

3. Ownership and Reservation of Rights. As between the parties and subject to Section 1, Exablox will own all right, title and interest in and to the Services and any and all Intellectual Property Rights (as defined below) embodied therein or related thereto (collectively, “**Exablox IP**”). Exablox reserves all rights not expressly granted in this Agreement, and no licenses are granted by Exablox to Customer under this Agreement, whether by implication, estoppel or otherwise, except as expressly set forth herein. For the purpose of this Agreement, “**Intellectual Property Rights**” means all patents, copyrights, moral rights, trademarks, trade secrets and any other form of intellectual property rights recognized in any jurisdiction, including applications and registrations for any of the foregoing.

4. Privacy. Please refer to Exablox’s privacy policy for information on how Exablox collects, uses and discloses Customer information. *[Add hyperlink to Privacy Policy]*.

5. Customer Obligations and Data.

Customer acknowledges and agrees that Customer: (i) must use reasonable security precautions in connection with Customer’s use of the Services; (ii) must comply with all applicable federal, national, state, provincial, municipal and local laws, regulations,

rules, judicial decrees, decisions and judgments (“**Laws**”) with respect to Customer’s use of the Services; (iii) is responsible for its users’ compliance with the terms and conditions of this Agreement; (iv) is responsible for the accuracy and quality of Customer Data (as defined below); (v) will use the Services only in accordance with all of the guidelines provided by Exablox and all applicable Laws; (vi) must cooperate with Exablox’s reasonable investigation of Service downtime/outages, security problems and any suspected breach of this Agreement; (vii) may not remove, alter or obscure any proprietary notices in the Services including copyright notices, or permit any other party to do so; and (viii) will take all reasonable precautions to prevent unauthorized or improper use of the Services.

Customer represents and warrants that: (i) all Customer Data is either the sole property of Customer or has been collected from a third party by Customer in accordance with Customer’s privacy guidelines and all applicable Laws; (ii) Customer’s privacy guidelines comply with all applicable Laws; and (iii) Customer has obtained all consents required by all applicable Laws to transfer all of the Customer Data to Exablox for storage by Exablox within the United States. Notwithstanding any terms to the contrary in this Agreement, Exablox may disclose Customer Data as required by any applicable Laws. “**Customer Data**” means: (i) any information including, but not limited to, personally identifiable information provided, made available, or submitted by Customer or its users to the Services; (ii) all other Customer records, data, files, non-technical input materials, reports, forms, and other such items that may be received, computed, or stored by Exablox, or by any contractor, for Customer in the operation of the Services; and (iii) any modification, or derivative work of the Customer Data (excluding any Exablox IP).

6. Nondisclosure and Publicity. “**Confidential Information**” means all information disclosed (whether in oral, written, or other tangible or intangible form) by Exablox to Customer concerning or related to this Agreement or Exablox (whether before, on or after the Effective Date) which Customer knows or should know, given the facts and circumstances surrounding the disclosure of the information by Exablox, is confidential information of Exablox. Confidential Information includes, but is not limited to, the components of business plans, know-how, customer information, strategies, benchmark and other testing results, and other similar information. Customer will maintain, during the term of this Agreement and thereafter, in confidence, the Confidential Information and will not use such Confidential Information except as expressly permitted in this Agreement. Customer will use the same degree of care in protecting the Confidential Information as Customer uses to protect its own confidential information from unauthorized use or disclosure, but in no event less than reasonable care. Confidential Information will be used by Customer solely for the purpose of carrying out Customer’s obligations under this Agreement. Notwithstanding any terms to the contrary in this Agreement, any suggestions, comments or other feedback, including the results of any benchmark or other testing, provided by Customer to Exablox with respect to the Services and/or Exablox (collectively, “**Feedback**”) will constitute Confidential Information. Further, Exablox will be free to use, disclose, reproduce, license and otherwise distribute, and exploit the Feedback provided to it as it sees fit, entirely without obligation or restriction of any kind on account of Intellectual Property Rights or otherwise. Customer consents to Exablox’s use of Customer’s name and logo on Exablox’s website and publicly-available materials, identifying Customer as a customer of Exablox and describing Customer’s use of Exablox’s products and services.

7. Disclaimer. EXABLOX AND ITS SUPPLIERS PROVIDE THE SERVICES ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY REPRESENTATIONS, WARRANTIES, COVENANTS OR CONDITIONS OF ANY KIND. EXABLOX AND ITS SUPPLIERS DO NOT WARRANT THAT ANY OF THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE. CUSTOMER ACKNOWLEDGES AND AGREES THAT: (I) THE SERVICES MAY INCLUDE ACCESS TO AND USE OF A WEB-DELIVERED PORTAL MADE AVAILABLE TO CUSTOMER BY EXABLOX FOR USE DURING THE TERM OF THIS AGREEMENT; (II) THE SERVICES MAY REQUIRE ACCESS TO AND USE OF THE INTERNET; (III) EXABLOX DOES NOT HAVE ANY RESPONSIBILITY FOR OPERATING OR MAINTAINING CUSTOMER SERVERS AND CUSTOMER’S CONNECTION TO THE INTERNET TO ACCESS AND UTILIZE THE SERVICES; AND (IV) THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CUSTOMER DATA AND CUSTOMER ACCEPTS ALL ASSOCIATED RISKS. EXABLOX AND ITS SUPPLIERS DISCLAIM ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS (EXPRESS, IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE SERVICES WHETHER ALLEGED TO ARISE BY OPERATION OF LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING OR OTHERWISE, INCLUDING ANY AND ALL: (A) WARRANTIES OF MERCHANTABILITY; (B) WARRANTIES OF FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT EXABLOX KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED OR IS OTHERWISE AWARE OF ANY SUCH PURPOSE); AND (C) WARRANTIES OF NONINFRINGEMENT OR CONDITION OF TITLE. CUSTOMER ACKNOWLEDGES AND AGREES THAT IT HAS RELIED ON NO WARRANTIES. THIS DISCLAIMER AND EXCLUSION WILL APPLY EVEN IF THE EXPRESS WARRANTY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE.

8. Limitation of Liability. IN NO EVENT WILL EXABLOX BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, ANY INTERRUPTION OF BUSINESS, OR FOR ANY DIRECT, INDIRECT,

SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF EXABLOX HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION. FURTHER, NOTWITHSTANDING ANY TERMS TO THE CONTRARY IN THIS AGREEMENT, EXABLOX WILL NOT BE LIABLE FOR ANY LOSS OR CORRUPTION OF CUSTOMER DATA. THIS SECTION WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THIS AGREEMENT IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

9. TERM, TERMINATION AND EFFECT OF TERMINATION. Unless terminated as provided in this Agreement, the term of this Agreement will commence on the Effective Date and continue for the initial Subscription Period (as defined in the Exablox product agreement or order), and thereafter this Agreement will renew for additional Subscription Periods provided that, no less than 10 days prior to the close of the then-current Subscription Period, each party confirms the renewal of this Agreement for an additional Subscription Period. Either party may terminate this Agreement for cause: (i) if the other party breaches this Agreement and does not remedy such failure within 30 days after its receipt of written notice of such breach; or (ii) if the other party terminates its business activities or becomes insolvent, admits in writing to inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority. Further, if Customer uses the Services in any unauthorized manner, Exablox may immediately terminate this Agreement without notice to Customer. Upon any expiration or termination of this Agreement: (a) all rights and licenses granted to Customer under this Agreement will immediately terminate; and (b) Customer will promptly destroy all copies of Confidential Information and confirm, in writing, that it has destroyed all copies of Confidential Information. Notwithstanding any terms to the contrary in this Agreement: (x) Exablox is not obligated to issue any refunds to Customer with respect to the Services; and (y) this sentence and the following Sections will survive any expiration or termination of this Agreement: 2, 3, 6, 7, 8, 10 and 11.

10. SOFTWARE COMPONENTS OF EXABLOX'S PRODUCTS. Customer acknowledges and agrees that: (i) Customer has a non-exclusive, non-transferable, non-sublicenseable and limited license to access and use the software components of Exablox's products ("**Software Components**") solely for Customer's internal business purposes; and (ii) the restrictions (Section 2), disclaimer (Section 7) and limitation of liability (Section 8) that apply to the Services also apply to the Software Components.

11. GENERAL PROVISIONS. This Agreement is the entire agreement of the parties regarding the subject matter hereof, superseding all other agreements between them, whether oral or written, regarding the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be entirely performed within the State of California, without resort to its conflict of law provisions. The parties agree that any action at law or in equity arising out of or relating to this Agreement will be filed only in the state and federal courts located in Santa Clara County, California. The parties hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of this Agreement. Neither this Agreement nor any right or duty under this Agreement may be transferred, assigned or delegated by Customer, by operation of law or otherwise, without the prior written consent of Exablox, and any attempted transfer, assignment or delegation without such consent will be void and without effect. Exablox may freely transfer, assign or delegate this Agreement or its rights and duties under this Agreement. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective representatives, heirs, administrators, successors and permitted assigns. If any provision of this Agreement is invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other provisions of this Agreement will nonetheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner adverse to any party. Upon such determination that any provision is invalid, illegal, or incapable of being enforced, the parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled. Except for payments due under this Agreement, neither party will be responsible for any failure to perform or delay attributable in whole or in part to any cause beyond its reasonable control including, but not limited to, acts of God (e.g., fire, storm, floods, earthquakes, etc.), civil disturbances, disruption of telecommunications, disruption of power or other essential services, interruption or termination of service by any service providers used by Exablox, labor disturbances, vandalism, cable cut, computer viruses or other similar occurrences, or any malicious or unlawful acts of any third party. Notwithstanding any terms to the contrary in this Agreement, Exablox may choose to electronically deliver all communications with Customer, which may include email to Customer's email address. Exablox's electronic communications to Customer may transmit or convey information about action taken on Customer's request, portions of Customer's request that may be incomplete or require additional explanation, any notices required under applicable law and any other notices. Customer agrees to do business electronically with Exablox, and to receive electronically all current and future notices, disclosures, communications and information, and that the aforementioned

electronic communications satisfy any legal requirement that such communications be in writing. An electronic notice will be deemed to have been received on the day of receipt as evidenced by such email.