OverOps End User License Agreement

The terms of this End User License Agreement were last updated on November 8th, 2017

This End User License Agreement ("Agreement") forms a legal agreement between you (including, if applicable, any legal entity which you represent or act for) ("End User", "You", or "Your") and OverOps, Inc. ("OverOps," "We," "Our" or "Us") and sets forth the terms and conditions governing Your access to and use of the Service (as defined below). If you are entering into this Agreement on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind such company or entity to this Agreement, in which case the term "End User," "You," or "Your" shall refer to such entity. By clicking through these terms online upon downloading the Software, or by entering into an Order Form (as defined below), or by using the Service or Software, You agree that you have read, understood, and agree to be bound by this Agreement, as may be amended by OverOps from time to time. Overops may provide you with notice of material changes to this EULA. Your continued use of the Services and/or Software constitutes your acceptance to the amended terms. This Agreement shall apply to any order form, sales quotation, proposal, purchase order, or other ordering document that references this Agreement (each an "Order Form"), as may be applicable.

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1. SOFTWARE LICENSE.

1.1 License Grant. Subject to the terms and conditions of this Agreement, OverOps hereby grants to End User, during the License Term (as defined below), a non-exclusive, non-transferable, non-sublicensable right and license to use the software-as-a-service and/or on-premises version of OverOps's software product, including any documentation (the "Software") for internal business purposes only for the quantity of units purchased. OverOps For purposes hereof, the "License Term" begins on the date OverOps enables and/or delivers the Software to End User and extends for the period specified in the applicable Order Form or until such time as all subscription licenses hereunder have expired (unless earlier terminated in accordance with this Agreement). For the avoidance of doubt, End User's affiliates (and employees thereof) shall not use the Software without OverOps's prior written consent. This Agreement supersedes any other agreement (including any click-through or electronic agreements within the Software) between OverOps and End User with respect to the Software. Any references in the Order Form to an "Agreement" or "EULA" or other similar term shall be deemed to refer to this Agreement.

1.2 Restrictions on Use. Except as otherwise expressly provided in this Agreement, End User shall not (and shall not permit any third party to): (a) sublicense, sell, resell, transfer, assign, distribute, share, lease, rent, make any external commercial use of, outsource, use on a timeshare or service bureau, or use in an application service provider or managed service provider

environment, or otherwise generate income from the Software; (b) copy the Software onto any public or distributed network, except for an internal and secure cloud computing environment; (c) cause the decompiling, disassembly, or reverse engineering of any portion of the Software, or attempt to discover any source code or other operational mechanisms of the Software (except where such restriction is expressly prohibited by law without the possibility of waiver, and then only upon prior written notice to OverOps); (d) modify, adapt, translate or create derivative works based on all or any part of the Software; (e) use any Third Party Software (as defined below) other than with the Software as provided; (f) modify any proprietary rights notices that appear in the Software or components thereof; (g) publish the results of any benchmarking tests run on any Third Party Software; (h) use any Software in violation of any applicable laws and regulations (including any export laws, restrictions, national security controls and regulations) or outside of the license scope set forth in Section 1.1; (i) use the Software in support of any nuclear proliferation, chemical weapon, biological weapon or missile proliferation activity; (j) configure the Software to collect any protected health information or payment/financial information; (k) import to the Software any of data or content ("End User Data") or other content that is unlawful, defamatory, libelous, or invasive of privacy, or (l) exceed the scope of the applicable license grants herein. End User shall not export or re-export, directly or indirectly, any Software or technical data or any copy, portions or direct product thereof (i) in violation of any applicable laws and regulations, (ii) to any country for which the United States or any other government, or any agency thereof, at the time of export requires an export license or other governmental approval, including Cuba, Libya, North Korea, Iran, Iraq, or Rwanda or any other Group D:1 or E:2 country (or to a national or resident thereof) specified in the then current Supplement No. 1 to part 740 of the U.S. Export Administration Regulations (or any successor supplement or regulations, without first obtaining such license or approval) or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. End User shall, at its own expense, obtain all necessary customs, import, or other governmental authorizations and approvals.

1.3 Evaluation Use. If End User accessed the Software pursuant to a no-fee or beta evaluation ("Evaluation Use"), then the License Term is for the period enabled by the license key for the Software provided by OverOps. OverOps shall have the right to downgrade, limit or otherwise modify the Software provided for Evaluation Use at any time without notice, and no warranty, indemnity, Maintenance or Support obligations of OverOps will apply to Evaluation Use. End User may use the number and type of licenses indicated by OverOps in writing prior to End User downloading or accessing the Software, which will be enabled by End User's specific license key. OverOps has the right to immediately revoke and terminate any Evaluation Use at any time. End User represents and warrants that: (i) End User has not previously evaluated the Software, and (ii) End User will not attempt to, by any means, evaluate the Software again without payment. End User agrees that breach of this provision or this Agreement may subject End User to monetary penalties, including payment of all applicable fees as though the Software were licensed for payment.

1.4 Unauthorized Use. End User shall notify OverOps promptly of any unauthorized use of any password or account or any other known or suspected breach of security or misuse of the

Software. End User is responsible for use of the Software by any and all employees or other users that it allows to access the Software.

1.5 Maintenance and Support. "Maintenance" means the provision of error corrections and bug fixes for the Software in accordance with the OverOps then applicable service levels, as well as updates made generally commercially available by OverOps in its sole discretion. Subject to End User's payment of the fees, OverOps will provide Maintenance for the Software as provided for in an Order Form.

1.6 Services. End User may have to the opportunity to purchase certain services in connection with the Software, e.g., training and enablement services, maintenance and support services, etc. as may be provided for in an Order Form ("Services"). In the event End User purchases pre-paid service hours, End User agrees that if End User does not use such pre-paid service hours within 12 months of the date of purchase or within the term of the Order Form, whichever period is less, then End User does not have any right to receive a refund for the unused hours and the unused hours will not roll over into subsequent Services.

2. FEES.

2.1 Pricing. End User will be invoiced for those amounts and at those prices set forth on the website (an "Invoice"), provided, however, that, for Evaluation Use, End User shall not be billed unless otherwise specified by OverOps in writing prior to End User downloading or accessing (as applicable) the Software. Fees do not include any customization of the Software (nor support for any such customizations, unless otherwise agreed in writing). If End User's usage of the Software is in excess of those amounts purchased, End User will be billed for those overages at a pro-rated amount for the remainder of the applicable License Term.

2.2 Payments. End User shall pay Invoices within thirty (30) days of the invoice date (the "Invoice Due Date"). If End User reasonably disputes any Invoice, (i) End User shall provide OverOps with written notice of such dispute, including the grounds therefore (a "Dispute Notice"), within thirty (30) days following receipt of such Invoice, (ii) End User and OverOps shall, for a period of fifteen (15) days following OverOps's receipt of such Dispute Notice, negotiate in good faith to resolve the dispute and (iii) if such dispute remains unresolved at the end of such period, the parties shall retain all of their respective rights under this Agreement (including, without limitation, any action for non-payment of the fees set forth herein). All payment obligations are non-cancelable and all amounts paid are non-refundable, except (a) for amounts paid in error that are not actually due under this Agreement, and (b) as set forth in Sections 6.1. The fees paid by End User are exclusive of all taxes, levies, or duties imposed by taxing authorities, if any, and End User shall be responsible for payment of all such taxes, levies, or duties, excluding taxes based on OverOps's income. End User represents and warrants that the

billing and contact information provided to OverOps is complete and accurate, and OverOps shall have no responsibility for any Invoices that are not received due to inaccurate or missing information provided by End User. End User shall pay interest on all payments not received by the Invoice Due Date at a rate of one percent (1%) per month or the maximum amount allowed by law, whichever is lesser. All amounts due under this Agreement shall be paid by End User in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). If requested by OverOps, End User will obtain and furnish to OverOps tax receipts or other certificates issued by the competent taxation office showing the payments of the withholding tax within a reasonable time after payment. Following written notice, OverOps shall be entitled to suspend End User's access to the Software if payments are not received within thirty (30) days of the Invoice Due Date. Notwithstanding anything herein to the contrary, if End User makes its payments pursuant to this Agreement to a Partner, then the payment terms agreed by End User and such Partner shall govern to the extent anything in this Section 2 conflicts with such Partner payment terms.

3. CONFIDENTIALITY.

3.1 "Confidential Information" means all information of a OverOps ("Disclosing Party") disclosed to the End User ("Receiving Party"), whether orally or in writing, that is designated in writing or identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be confidential due to the nature of the information disclosed and the circumstances surrounding the disclosure. The Software, any technical or other documentation relating to the Software, logins, passwords and other access codes and any and all information regarding OverOps' business, products and services are the Confidential Information of OverOps. The Confidential Information shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, pricing and business processes that may be disclosed hereunder. Receiving party agrees to keep the Confidential Information strictly confidential and not share such information with third parties except Receiving Party may share such Confidential Information to with its employees or professional advisers who have a need to know such information under this Agreement, provided that such employees or professional advisers are bound by agreements or, in the case of professional advisers, ethical duties respecting such Confidential Information in accordance with the terms of this Section 3 and provided that Receiving Party is liable for any breach of this Agreement by its employees or professional advisers. Receiving Party shall use best efforts to protect the confidentiality of such Confidential Information. If the Receiving Party is required by applicable law or court order to make any disclosure of such Confidential Information, it will first give written notice of such requirement to the Disclosing Party, and, to the extent within its control, permit the Disclosing Party to intervene in any relevant proceedings to protect its interests in its Confidential Information, and provide full cooperation to the Disclosing Party in seeking to obtain such protection. Further, this Section 3 will not apply to information that the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt; (ii) is or has become public knowledge or

publicly available through no fault of the Receiving Party; or (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation.

3.2 Equitable Relief. The Receiving Party acknowledges that unauthorized disclosure of the Disclosing Party's Confidential Information could cause substantial harm to the Disclosing Party for which damages alone might not be a sufficient remedy and, therefore, that upon any such disclosure by the Receiving Party the Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law or equity.

4. PROPRIETARY RIGHTS.

4.1 OverOps and its suppliers own and shall retain all proprietary rights, including all copyright, patent, trade secret, trademark and all other intellectual property rights, in and to the Software and the results of any training and enablement services. End User acknowledges that the rights granted under this Agreement do not provide End User with title to or ownership of the Software. Certain "free" or "open source" based software (the "FOSS Software") and third party software (the "Third Party Software") is shipped with the Software but is not considered part of the Software hereunder. With respect to Third Party Software included with the Software, such Third Party Software suppliers are third party beneficiaries of this Agreement. End User's use of such FOSS Software is subject to the terms of the FOSS licenses. The Software and Third Party Software may only be used by End User as prescribed by the OverOps documentation located at https://support.overops.com/hc/en-us (as it may be updated from time to time, the "Documentation").

5. TERM AND TERMINATION.

5.1 The term of this Agreement begins on the Effective Date and will remain in effect until all Software or Services licenses expire or until this Agreement is otherwise terminated in accordance with the terms hereof, whichever occurs first (the "Term"). Each Software and Maintenance and Support license shall automatically renew for additional Terms of the same duration and at a price equal to the then-current list price; excluding any items sold at no cost and/or other discounts containing the words "one-time", and unless either party requests termination by written notice at least thirty (30) days prior to the end of the then-current term (such notice must be provided by End User to orders@OverOps.com). Any such renewal terms shall be deemed part of the Term or Maintenance and Support Term, as applicable. Except as otherwise provided for in section 6.1, if either party commits a material breach of this Agreement, and such breach has not been cured within thirty (30) days after receipt of written notice thereof, the non-breaching party may terminate this Agreement, except that OverOps may immediately terminate this Agreement and/or End User's license to the Software upon End

User's breach of Section 1.2 or 3.1. Either party may also terminate this Agreement upon written notice if the other party suspends payment of its debts or experiences any other insolvency or bankruptcy-type event. Upon expiration or termination of this Agreement for any reason, (i) with respect to Subscription Licenses, all rights granted to End User shall terminate and End User shall destroy any copies of the Software and Documentation within End User's possession and control and (ii) each Receiving Party will return or destroy, at the Disclosing Party's option, the Disclosing Party's Confidential Information in the Receiving Party's possession or control. All fees that have accrued as of such expiration or termination, and Sections 1.2, 2, 3, 4, 6.2 and 7 through 12, will survive any expiration or termination hereof.

6. WARRANTIES.

6.1 Limited Warranty. OverOps warrants that during the first thirty (30) days following the date the Software is purchased, the Software will, in all material respects, conform to the functionality described in the then-current Documentation for the applicable Software version. End User must notify OverOps in writing of any warranty breaches within such warranty period. OverOps's sole and exclusive obligation, and End User's sole and exclusive remedy, for a breach of this warranty shall be that OverOps shall be required to use commercially reasonable efforts to repair or replace the Software to conform in all material respects to the Documentation, and if OverOps is unable to materially restore such functionality within sixty (60) days from the date of written notice of such breach, End User shall be entitled to terminate the license to the affected Software upon written notice and OverOps shall promptly provide a pro-rata refund of the Software license fees that have been paid in advance for the remainder of the License Term for the applicable Software (beginning on the date of termination).

6.2 Warranty Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 6, ALL SOFTWARE, DOCUMENTATION, MAINTENANCE AND SUPPORT, AND OTHER SERVICES ARE PROVIDED "AS IS" AND OVEROPS AND ITS SUPPLIERS EXPRESSLY DISCLAIM ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT THERETO, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR THE CONTINUOUS, UNINTERRUPTED, ERROR-FREE, VIRUS-FREE, OR SECURE ACCESS TO OR OPERATION OF THE SOFTWARE. OVEROPS EXPRESSLY DISCLAIMS ANY WARRANTY WITH RESPECT TO THE END USER DATA OR AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION OR DATA ACCESSED OR USED IN CONNECTION WITH THE SOFTWARE, DOCUMENTATION, MAINTENANCE AND SUPPORT, OR OTHER SERVICES. OverOps is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the Internet, and End User acknowledges that the Software and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities. The Software is not fault-tolerant and is not designed or intended for use in hazardous environments, including without limitation, in the operation of aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles or weaponry systems, or any other application in which failure of the Software could lead to death or serious bodily injury of a person, or to

severe physical or environmental damage (each, a "High Risk Use"). OverOps expressly disclaims any express or implied warranty or representation of fitness for High Risk Use. Except as otherwise set forth herein, OverOps expressly disclaims any and all liability in connection with the End User Data. OverOps is under no obligation to edit or control End User Data that Customer imports to or makes available through the Software. OverOps reserves the right to immediately suspend End User's use of the Software or, at any time, to remove any End User Data, with concurrent notice (and provided that OverOps shall endeavor to provide prior notice when possible or permitted), in instances where failure to immediately suspend such access or remove such End User Data would violate applicable law, or cause a material and incurable harm to the rights of a third party or OverOps.

7. INDEMNIFICATION.

7.1 End User agrees to indemnify, hold harmless and defend, at its expense, OverOps and its affiliates, its suppliers and its resellers against any losses, claims, damages, or liabilities (including reasonable attorney fees) (collectively "Claim") arising from a third party to the extent such Claim arises from or is made in connection with End User's breach of this Agreement or End User's negligence or willful misconduct.

7.2 Indemnification Requirements. In connection with any claim for indemnification under this Section 7, the indemnified party must promptly provide the indemnifying party with notice of any Claim that the indemnified party believes is within the scope of the obligation to indemnify, provided that the indemnified party's failure to provide notice to indemnifying party under this Section 7 does not relieve indemnifying party of any liability that indemnifying party may have to indemnified party, but in no event shall indemnifying party be liable for any Claim that results directly from a delay in providing notice which delay materially prejudices the defense of the Claim. The indemnifying party shall control the defense and all negotiations related to the settlement of any such Claim through reputable independent counsel of its own choosing which indemnified party finds reasonably satisfactory and at indemnifying party's sole cost and expense. The indemnified party may assume the defense of the claim in the event that the indemnified party is not satisfied with the defense of the indemnifying party or for other good cause, provided that the indemnifying party shall promptly and regularly reimburse indemnified party for all fees incurred in defending the Claim (including reasonable attorney fees) and for all losses, damages or liabilities arising from the Claim. Any such settlement intended to bind OverOps shall not be final without OverOps' written consent.

8. LIMITATION OF LIABILITY.

8.1 EXCEPT FOR LIABILITY ARISING OUT OF A BREACH OF SECTIONS 1.2, 3, OR 7, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOSS OF REVENUES OR PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2 EXCEPT FOR LIABILITY ARISING OUT OF A BREACH OF SECTIONS 1.2, 3 OR 7, NEITHER PARTY'S LIABILITY FOR ANY DAMAGES (WHETHER FOR BREACH OF CONTRACT, MISREPRESENTATIONS, NEGLIGENCE, STRICT LIABILITY, OTHER TORTS OR OTHERWISE) SHALL EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID OR OWED TO OVEROPS DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM GIVING RISE TO SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

9. FORCE MAJEURE.

9.1 Except for payment obligations, neither party hereto will be liable for defaults or delays due to acts of God, or the public enemy, acts or demands of any government or governmental agency, fires, earthquakes, floods, accidents, or other unforeseeable causes beyond its reasonable control and not due to its fault or negligence.

10. DATA COLLECTION.

10.1 End User acknowledges that OverOps's application server and machine software agents (the "Agents") collect metrics that relate to the performance, health and resource of an application, its components (transactions, code libraries) and related infrastructure (nodes, tiers) that service those components. In addition, OverOps may collect metrics on End Users' activities, such as web pages visited, length of visit, and which features of the Software an End User uses. If End User provides OverOps with any End User Data, including any personally identifiable information, End User represents and warrants that such information is processed in accordance with the provisions of all applicable data protection legislation and that End User has all right and consents necessary to provide such End User Data to OverOps. End User will indemnify OverOps for reasonable costs and other amounts that OverOps may incur relating to any breach of this Section

11. US GOVERNMENT MATTERS.

As defined in FAR section 2.101, the Software and Documentation are "commercial items" and according to DFAR section 252.227 7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

12. MISCELLANEOUS.

This Agreement shall be governed by and construed under the laws of the State of California, U.S.A. The parties consent to the exclusive jurisdiction and venue of the courts located in and

serving San Francisco, California. Failure by either Party to exercise any of its rights under, or to enforce any provision of, this Agreement will not be deemed a waiver or forfeiture of such rights or ability to enforce such provision. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision will be amended to achieve as nearly as possible the same economic effect of the original provision and the remainder of this Agreement will remain in full force and effect. This Agreement and its exhibits, together with any Order Form(s) and any statements of work incorporating this Agreement, if applicable, represent the entire agreement between the parties and supersede any previous or contemporaneous oral or written agreements or communications regarding the subject matter of this Agreement. The person signing or otherwise accepting this Agreement for End User represents that s/he is duly authorized by all necessary and appropriate corporate action to enter this Agreement on behalf of End User. If End User desires any modification to this Agreement, such modifications must be in writing and signed by a duly authorized agent of OverOps. The Uniform Computer Information Transactions Act (UCITA) does not apply to this Agreement. This Agreement shall control over additional or different terms of any purchase order, confirmation, invoice or similar document (other than an OverOps Order Form that references this Agreement), even if accepted in writing by both parties. Waivers of either party rights in this Agreement shall be effective only if made in a writing signed by the waiving party. For purposes of this Agreement, "including" means "including without limitation." The rights and remedies of the parties hereunder will be deemed cumulative and not exclusive of any other right or remedy conferred by this Agreement or by law or equity. No joint venture, partnership, employment, or agency relationship exists between the parties as a result of this Agreement or use of the Software. OverOps reserves the right to perform its obligations from locations and/or through use of affiliates and subcontractors, worldwide. End User may not assign this Agreement without the prior written approval of OverOps and any purported assignment in violation of this section shall be void; OverOps may assign, transfer or subcontract this Agreement in whole or in part. Upon any assignment of this Agreement by End User that is approved by OverOps, any licenses that contain an "unlimited" feature will, with respect to End User or the successor entity, as applicable, be capped at the number of authorized Software units in use immediately prior to such assignment. End User agrees that OverOps may refer to End User by its trade name and logo, and may briefly describe End User's business, in OverOps's marketing materials and website. OverOps may give notice to End User by electronic mail to End User's email address on record in End User's account information, or by written communication sent by first class mail or pre-paid post to End User's address on record in End User's account information. End User may give notice to OverOps at any time by any letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to OverOps at the following address or such other address as may be notified to End User from time to time: OverOps, Inc., 44 Montgomery St., Suite 1050, San Francisco, CA 94104, Attn: Legal Department. Notice under this Agreement shall be deemed given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested