CIRRUSWAVE, INC.
ENTERPRISE LICENSE AGREEMENT

This Enterprise License Agreement ("Agreement") is made between CirrusWave Inc. ("CirrusWave") and the ("Customer"). Between CirrusWave and each Customer the Agreement consists of these terms, each Order, including any exhibits, and each amendment of any of the foregoing.

NOW THEREFORE, the parties agree as follows:

1. Definitions

1.1. "Affiliate" means any entity controlling, controlled by or under common control with a party, where "control" and its variants means (i) the beneficial ownership of a majority of the outstanding equity entitled to vote for directors, or (ii) the power to otherwise direct or cause the direction of the management and policies of the entity whether by contract or otherwise.

1.2. "Authorized Reseller" means any authorized reseller of Software who validly sells Customer a license to the Software subject to the terms and conditions of this Agreement.

1.3. "Documentation" means CirrusWave's technical documentation for the applicable Software made generally available by CirrusWave to you purchasing a license to the relevant Software.

1.4. "Internal Business Purposes" means use of the Software by Users on behalf of and for the benefit of Customer or Customer Affiliates, solely for the purposes of Customer's or Customer Affiliates' internal business projects and to deploy the projects in production mode for Customer's or Customer Affiliates' exclusive internal use and benefit. For clarity, use of the Software to expose to third parties the APIs of Customer or its Affiliates and related tools and documentation to enable third party software applications to programmatically access or consume the APIs of Customer or its Affiliates is deemed for this purpose only an Internal Business Purpose.

1.5. "License Parameter" or "License Parameters" means any factor that serves as a basis for calculating the amount of fees payable for the license to the Software as identified in the Order, including, for example, where relevant:

    (i)   the number of persons who may use the Software at the same time;

    (ii)   the number of API calls;

    (iii)   the name or the type of persons and relevant count who may use the Software;

    (iv)   the number or locations of sites where the Software may be deployed;

    (v)   the number of servers on which the Software may be deployed or the processing power or number of CPUs in those servers;

    (vi)   the intensity of use, whether measured by time the Software is executing, processing power, or the types of functions being performed.

1.6. "License Term" means the term of the license granted with respect to the Software as identified on the relevant Order, or if no term is identified in the Order, then 1 year. For clarity, the License Term will be subject to the termination rights specified in Section 10 of this Agreement.

"Order" means an ordering document that identifies the commercial terms of the purchase, namely, for example, the Software licensed, and the Professional Services (if any) purchased under this Agreement, the applicable License Parameters, the License Term, and any pricing and payment terms relating to the same. An Order may be direct between CirrusWave and Customer or indirect via an Authorized Reseller.

1.7. "Professional Services" means any professional services to be delivered by CirrusWave personnel to Customer related to the Software which are outlined in a Statement of Work or Order, such as training, configuration or implementation.

1.8. "Software" means the CirrusWave software product identified in the Order, together with any Upgrades and related Documentation, all to the extent provided or made available to Customer under this Agreement.

1.9. "Upgrades" means error corrections, bug fixes and updates and upgrades to the Software that are released during the relevant License Term and made generally available by CirrusWave to you as a result of purchasing a license to the relevant Software. Upgrades do not include software applications or modules commercially released by CirrusWave that are sold for a separate fee under a different SKU or part number.

1.10. "User" means any individual authorized by Customer or by an Affiliate to access, use, or otherwise manipulate the Software.

Other capitalized terms used have the meaning given them in the Agreement.

2. Ordering; Software Delivery; License Start Date.

Customer may place orders by use of an Order (Exhibit A) either with CirrusWave or an Authorized Reseller. All Orders must be signed by CirrusWave or an Authorized Reseller. Software will be delivered to Customer electronically in a license file or may be downloaded from a designated location online, after the Order is executed and becomes effective. The start

date of the License Term will be the start date the license file is electronically delivered to Customer, unless a different date is specified in the Order.

3. License.

3.1 Software License. Subject to the terms and conditions of this Agreement, during the License Term, CirrusWave grants to Customer (and any Users authorized by Customer or Customer Affiliates to use the Software), a non-exclusive, non-transferable and non-sublicensable license to:

(i)   Install instances of the Software on computers owned or controlled by Customer or its Affiliates or in cloud instances controlled by Customer or its Affiliates and hosted by third parties

(ii)   Use the Software for Customer's and/or Customer Affiliates' Internal Business Purposes subject to the License Parameters set out in the applicable Order. Customer may maintain a reasonable number of copies of the Software on its systems for backup and recovery purposes, provided use of the copies is strictly limited to back up or disaster recovery purposes.

3.2 Evaluation Copies of CirrusWave Software. The following terms will apply to any pre-release versions, or beta, evaluation or proof of concept copies, periods or trials of CirrusWave proprietary software provided to Customer (notwithstanding any contrary term specified in any other sections of this Agreement):

(i)   The proprietary software will be deemed "Software" under this Agreement and the license to use the Software will terminate at the end of the period identified by CirrusWave or an Authorized Reseller (or if no period is identified then in 30 days from delivery of access to the Software) and use of the Software by Customer or Customer's Users will be for the limited purpose of evaluating the relevant Software and establishing Customer's desire to purchase licenses to Software or providing any feedback desired;

(ii)   The Software is provided "As Is" without any warranty of any kind;

(iii)   Customer will not be entitled to any Support and Maintenance Services or any Upgrades with respect to the Software unless Runtime license and Support and Maintenance Services are later purchased;

(iv)   CirrusWave and/or the Authorized Reseller may at any time terminate Customer's license to the Software by written notice to Customer and require Customer to promptly return the pre-release, beta, evaluation or proof of concept copies of the Software and remove all copies of the Software from its systems.

4. Restrictions.

4.1   Use of Software Underlying Services. Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services (the "Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by CirrusWave in writing or authorized within the Services); frame, mirror or use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party, except as expressly authorized; or remove any proprietary notices or labels.

4.2   Appropriate Use of Services. Customer will not, and will not permit its users to:

(a)   Post, upload, forward, or otherwise transmit any file or software code which contains, facilitates, or launches viruses, worms, trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of the Services; or

(b)   Attempt to access any other CirrusWave systems that are not part of these Software.

(c)   Use the Services to upload, post, process, distribute, link to, publish, reproduce, or transmit any of the following, including but not limited to:

(i)   Illegal, fraudulent, libelous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, offensive, inappropriate or objectionable information or communications of any kind, including without limitation conduct that would encourage or constitute an attack or "flaming" others, or criminal or civil liability under any local, state, federal or foreign law; or

(ii)   Any information, software or content Customer does not have the legal right to process or transmit.

5. Support and Maintenance.

5.1 During a License Term, CirrusWave will
(i) Provide applicable standard customer support for the CirrusWave products to you at a cost that's part of purchase order;
(ii) Use commercially reasonable efforts to respond to requests within a week;

If Customer has placed its Order through an Authorized Reseller who is obligated to provide support directly to Customer, then the Customer's support and maintenance services will be provided by the Authorized Reseller.

6. Professional Services.

CirrusWave will provide Customer the Professional Services purchased, if any. The scope of Professional Services will be as set forth in a statement of work ("SOW" or "Statement of Work") or Order. Professional Services will be delivered subject to the terms and conditions of this Agreement and the applicable SOW or Order. Customer may use anything delivered as part of the Professional Services in support of its use of the Software during a License Term, but CirrusWave will retain all right, title and interest in and to any such work product, code and deliverables and any derivative, enhancement or modification thereof created by or on behalf of CirrusWave.

7. Fees; Payment Terms; License Parameters; Reporting.

7.1 Fees; Payment Terms. Customer will make all payments identified on the Order (Exhibit A) in accordance with its terms. Unless otherwise stated in this Agreement, Orders are non-cancelable, and all payments are non-refundable, and payments are not subject to any deduction or set-off. If the Order is placed indirectly through an Authorized Reseller, then the Order entered into with the Authorized Reseller will identify the fees due and payment terms. If the Order is entered into directly with CirrusWave and not through an Authorized Reseller, then the following terms will apply:

    (i)   Customer will pay CirrusWave invoices within 30 days after the effective date of the relevant Order, unless other payment terms are agreed to in the Order;
    (ii)   All amounts are payable in U.S. Dollars
  (8) All fees outlined in the Orders are exclusive of all taxes, duties, shipping fees, and similar amounts, all of which are Customer's responsibility
    (iv)   If Customer is in default of making any payment due to CirrusWave, then CirrusWave may, without prejudice to other remedies available, assess a late payment charge, at the lower rate of 1.5% per month, or the maximum rate under applicable law, and/or suspend delivery of any product or service under this Agreement.

7.2 License Parameters; Reporting. In connection with the use of the Software, Customer will not exceed the License Parameters agreed to as part of the Order. At any time during the License Term, if Customer desires to increase the relevant License Parameters, or if Customer learns that Customer's actual usage ("Actual Usage") exceeds the relevant License Parameters paid for by Customer ("Purchased Usage"), then Customer will notify CirrusWave (or the Authorized Reseller) and pay the incremental fees due, and after the relevant Order is placed, the relevant License Parameters will be deemed amended to reflect this change.

Within 30 days of CirrusWave's or its Authorized Reseller's written request, Customer will provide CirrusWave or its Authorized Reseller (as relevant) a report, which report will identify usage required to show compliance with the License Parameters and compliance with licensing restrictions identified in this Agreement and in the Order. In order to verify compliance with this Agreement or to verify the report provided under this Agreement, upon CirrusWave's written request to Customer, which request will not be made more than once per quarter, Customer will provide CirrusWave access to the relevant product usage logs generated by the Software to show compliance with License Parameters and other license restrictions. CirrusWave and/or its Authorized Resellers may invoice Customer if it learns that the Actual Usage is above the Purchased Usage. Unless otherwise mutually agreed in writing, the fees charged to Customer for the additional usage will be based on the then-current pricing charged to the Customer in the relevant Order and fees will be charged for the balance of the term so that the licenses may be coterminous with the existing licenses.

8. Ownership, Intellectual Property

8.1 Ownership.

The Software is licensed and not sold. CirrusWave and its licensors will own and retain all right, title, and (except as expressly licensed under this Agreement) interest in and to the Software and all copies or portions thereof, and any derivative works thereof (by whomever created). Customer is not required to provide any feedback or suggestions for improvement to or updates to the Software; however, to the extent provided, all suggestions or feedback relating to the

Software provided by Customer, its employees, contractors or agents (including Users) to CirrusWave will be CirrusWave's property, and Customer hereby assigns the same to CirrusWave.

8.2 Intellectual Property

Products. All rights, title and interests (including, but not limited to, copyright, patent, trade secret and rights protected by intellectual property and trade secrets laws) in and to the Product, including the structure, organization, and code of the Software and the Keys, must remain in CirrusWave and/or its licensors, if any.

Content. All rights, title and interests (including, but not limited to, copyright, trade secret and other intellectual property right) in and to the content accessed through the Product are the property of the applicable content owner and may be protected by applicable copyright or other law. This Agreement grants no rights to such content, and CirrusWave disclaims any responsibility arising out of or related to Your access and use of the content and intellectual property thereto furthered by use of the Product.

9. Confidentiality.

9.1 Confidential Information. "Confidential Information" means any non-public data, information and other materials regarding the products, software, services, or business of a party (and/or, if either party is bound to protect the confidentiality of any third party's information, of a third party) provided by or made available by one party ("Disclosing Party"), either directly or indirectly through third parties, to the other party ("Receiving Party") where the information is marked or otherwise communicated as being "proprietary" or "confidential" or the like, or where the information should, by its nature, be reasonably considered to be confidential and/or proprietary. The parties agree that, without limiting the foregoing, the Software (and any performance data, benchmark results, and technical information relating thereto), the Documentation and, CirrusWave's pricing information will be deemed the Confidential Information of CirrusWave, and the terms and conditions of this Agreement (but not its existence) will be deemed the Confidential Information of both parties. Notwithstanding the foregoing, Confidential Information will not include information which:

(i)   Is already known to the Receiving Party prior to disclosure by the Disclosing Party;

(ii)   Becomes publicly available without fault of the Receiving Party;

(iii)   Is rightfully obtained by the Receiving Party from a third party without restriction as to disclosure, or is approved for release by written authorization of the Disclosing Party;

(iv)   Is independently developed or created by the Receiving Party without use of the Disclosing Party's Confidential Information.

9.2 Duties. Except as expressly authorized in this Agreement, the Receiving Party agrees to:

(i)   Use the Confidential Information of the Disclosing Party only to perform under this Agreement (including providing the features and services associated with the normal use of the Software) or exercise rights granted to it under this Agreement;

(ii)   Treat all Confidential Information of the Disclosing Party in the same manner as it treats its own similar proprietary information, but in no case less than reasonable care;

(iii)   Disclose the Disclosing Party's Confidential Information only to its Affiliates, and those employees, agents and contractors of the Receiving Party and those of its Affiliates who have a need to know the information for the purposes of this Agreement, provided that any such employee, agent or contractor must be subject to obligations of non-use and confidentiality with respect to the Confidential Information at least as restrictive as the terms of this Agreement, and the Receiving Party will remain liable for any non-compliance of such Affiliates, and it's or their employees, agents or contractors with the terms of this Agreement.

9.3 Disclosures Required by Law. Either party may disclose Confidential Information of the other party if it is required to be disclosed by law or governmental regulation, provided that the Receiving Party provides reasonable notice to Disclosing Party of the required disclosure (to the extent permitted by law) and reasonably cooperates with the Disclosing Party in limiting the disclosure and ensuring confidential handling of the Confidential Information.

10. Term and Termination.

The Order and the Software license granted as part of any Order will remain effective until terminated or until the License Term expires, whichever is earlier. This Agreement will be effective as of the Effective Date and will remain in effect until terminated or until the License Term for all Software licensed pursuant to any Order expires, whichever is earlier.
This Agreement may be terminated by a party:

(i)   upon 30 days' written notice, if the other party materially breaches any provision of this Agreement and the breach remains uncured after the 30-day notice period expires;

(ii) effective immediately, if the other party ceases to do business, or otherwise terminates its business operations without a successor;

(iii) effective immediately, if the other party becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is filed against it and not dismissed within 90 days. Upon termination of this Agreement, Customer will destroy all copies of Software in its possession or control. Sections 1, 4, 7, 8, 9, 10, 11, 12, 13, and 14 will survive any termination or expiration of this Agreement.

11. Indemnification.

Customer agrees to indemnify and hold CirrusWave, its affiliates and their respective directors, officers, agents, and employees harmless from and against all claims, demands, losses, damages and judgments, including court costs and attorneys' fees, arising out of or based upon (i) any claim by a third party arising from or relating to use of the Software; (ii) any breach or alleged breach by Customer or any Customer Personnel of any representation, warranty, covenant, or obligation set forth in this Agreement.

12. Limited Warranty; Disclaimer.

12.1 Mutual Warranties. Each party represents and warrants to the other that

(i) it has the full power to enter into this Agreement and that this Agreement constitutes a legal, valid and binding obligation of the party, enforceable against it

(ii) this Agreement does not contravene, violate or conflict with any other agreement of the party with any third party.

12.2 Software Warranty. For a period of 60 days from the effective date of the relevant Order, CirrusWave warrants that the Software materially conforms to its published specifications described in the relevant end user Documentation supplied by CirrusWave. Customer's sole and exclusive remedy and the entire liability of CirrusWave and its suppliers and licensors under this limited warranty will be, at CirrusWave's option, repair or replacement of the Software, or if repair or replacement is not possible, to terminate the license and refund the license fee paid by Customer for the affected Software, provided Customer removes all copies of the relevant Software from its systems and ceases any further use of the Software.

12.3 Malicious Code. CirrusWave will use standard industry practices to test and/or review the Software delivered or transmitted to Customer under this Agreement prior to its delivery or transmission for Malicious Code and CirrusWave will remove any Malicious Code it discovers prior to delivery of Software to Customer. "Malicious Code" means any code which is designed to harm, or otherwise disrupt in any unauthorized manner, the operation of computer programs or computer systems or destroy or damage data in an unauthorized manner. For clarity, Malicious Code will not include standard routines in the Software which are intended to delete data and are implicit in the standard functionality of the Software, or any standard software bugs or errors handled through Support and Maintenance Services, or any license key or other equivalent code which may limit the functionality or scope of the use of the Software to the scope of the license purchased by Customer under this Agreement.

12.4 Professional Services Warranty. For a period of 30 days from the date of delivery of any Professional Services by CirrusWave to Customer, CirrusWave represents and warrants to Customer that the services provided will be professional, workmanlike and performed in a manner conforming to any requirements stated in this Agreement or in the relevant SOW or Order. CirrusWave's entire liability and Customer's sole and exclusive remedy for any breach of this warranty will be for CirrusWave to re-perform the nonconforming Professional Services, or if CirrusWave is unable to deliver conforming Professional Services within a reasonable time, then refund any fees paid to CirrusWave for the relevant non-conforming Professional Services, if any.

12.5 Warranty Limitations. The express warranties in this Agreement do not apply if the applicable Software, or any portion of the Software:

(i) has been altered, except by CirrusWave or its authorized representatives or its contractors;

(ii) has not been used, installed, operated, repaired, or maintained in accordance with this Agreement and/or Documentation;

(iii) is licensed, for beta, evaluation, or testing purposes.

Additionally, the warranties set forth in this Agreement only apply to a warranty claim made within the warranty period specified in this Agreement and do not apply to any bug, defect or error caused by or attributable to software or products or services not supplied by CirrusWave.

12.6 DISCLAIMERS. EXCEPT FOR THE WARRANTIES EXPRESSLY SET OUT IN THIS AGREEMENT, THE SOFTWARE, SUPPORT AND MAINTENANCE SERVICES, PROFESSIONAL SERVICES AND ALL OTHER CIRRUSWAVE SERVICES AND DELIVERABLES PROVIDED BY CIRRUSWAVE UNDER OR RELATED TO THIS AGREEMENT, ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED. EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, ALL EXPRESS, STATUTORY OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, OR ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED, TO THE EXTENT ALLOWED BY APPLICABLE LAW.

13. Limitation of Liabilities.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR ANY LIABILITY ARISING OUT OF ANY VIOLATION OF A PARTY'S PROPRIETARY RIGHTS (INCLUDING A VIOLATION OF ANY LICENSE OR LICENSE RESTRICTIONS SET OUT IN THIS AGREEMENT), OR ANY VIOLATION OF SECTION 9 (CONFIDENTIALITY):
(A) IN NO EVENT WILL CUSTOMER, CIRRUSWAVE, OR CIRRUSWAVE LICENSORS OR SUPPLIERS BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, INCIDENTAL DAMAGES, OR FOR ANY LOST REVENUE, LOST PROFIT, LOSS OF BUSINESS, LOSS OF CONTRACTS, ANTICIPATED SAVINGS, LOSS OF GOODWILL, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR ANY LOSS OR DAMAGE TO DATA, OR ANY BUSINESS INTERRUPTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ARISING FROM SOFTWARE OR ANY SERVICES DELIVERED UNDER OR RELATED TO THIS AGREEMENT, UNDER ANY CAUSE OF ACTION, WHETHER IN CONTRACT, UNDER STATUTE, TORT OR OTHERWISE, EVEN IF ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH; AND
(B) IN NO EVENT WILL THE AGGREGATE LIABILITY OF CUSTOMER, CIRRUSWAVE, CIRRUSWAVE'S LICENSORS OR SUPPLIERS ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE USE OF OR INABILITY TO USE SOFTWARE, ASSOCIATED SERVICES, PROFESSIONAL SERVICES OR OTHERWISE (UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, UNDER STATUTE, TORT OR OTHERWISE) EXCEED THE FEES RECEIVED BY CIRRUSWAVE UNDER THE RELEVANT ORDER (OR IN THE CASE OF CUSTOMER'S LIABILITY EXCEED THE FEES PAID OR DUE TO CIRRUSWAVE OR ITS AUTHORIZED RESELLER UNDER THE RELEVANT ORDER), WHETHER ANY REMEDY SET FORTH IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE.

14. MISCELLANEOUS

14.1 Export Restrictions. You agree that You are not a citizen, national, or resident of, and are not under control of, the government of Cuba, Iran, Republic of Sudan, North Korea, Syria, Crimea, nor any country to which the United States has prohibited export. You agree that You will not transfer, export or re-export the Product to any country, person or entity subject to U.S. export restrictions. You specifically agree not to transfer, export or re-export the Product (i) to any country to which the U.S. has embargoes or restricted the export of goods or services which currently include but are not necessarily limited to Cuba, Iran, Republic of Sudan, North Korea, Syria, and Crimea, or to any national of any such country, wherever located, who intends to transmit or transport the Product back to such country; (ii) to any person or entity who You know or have reason to know will utilize the Product in the design, development or production of nuclear, chemical or biological weapons; or (iii) to any person or entity who has been prohibited from participating in U.S. export transactions by any agency or instrumentality of the U.S. government. Under §764.3 of the Export Administration Regulations (EAR), You can be subject to fine, imprisonment, or other administrative sanction for willful violation of any provision of the Export Administration Act (EAA), the EAR, or any order, license, or authorization issued thereunder.

14.2 Government Regulations. If You are an agency or instrumentality of the U.S. federal government procuring the Product on behalf of such government agency or instrumentality, You hereby agree that the Product qualifies as commercial computer software and computer software documentation within the meaning of the acquisition regulation(s) applicable to the procurement of the Product, and the terms and conditions of this Agreement pertain to the U.S. government's use and disclosure of the Product and will supersede any conflicting contractual terms or conditions. The following additional statement applies only to procurements governed by DFARS Subpart 227.4 (October 1988): Restricted Rights — Use, duplication, and disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227- 7013 (OCT. 1988).

14.3 Assignment. The license granted hereunder does not include the right to sublicense and may not be assigned, by operation of law or otherwise, or transferred to any third party (including Your affiliates and other entities, organizations or departments related to You) without the prior written consent of CirrusWave. Any attempted assignment in derogation hereof will be null and void.

Survival. The respective rights and obligations of CirrusWave and You under Sections 2, 3, 4, 5, 6, 7 and 8 will survive any termination or expiration of this Agreement.

14.4 Force Majeure. Except for payment obligations, if either Party is prevented from performing or is unable to perform any of its obligations under this Agreement due to causes beyond the reasonable control of the Party invoking this provision, including but not limited to acts of God, acts of civil or military authorities, riots or civil disobedience, wars, strikes or labor disputes (each, a "Force Majeure Event"), such Party's performance shall be excused and the time for performance shall be extended accordingly, provided that the Party immediately takes all reasonably necessary steps to resume full performance.

14.5 Governing Law and Forum. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Washington without giving effect to its conflicts of law rules. You and CirrusWave consent to the exclusive jurisdiction and venue of the state and federal courts of Washington.

14.6 Severability. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which will remain valid and enforceable according to its terms.

14.7 Customer Reference. You hereby grant CirrusWave permission refer to you as a customer, use your company's name and logo in sales presentations, marketing vehicles and activities. In addition, you agree to work with CirrusWave representative to develop a customer profile for use on cirruswave.com and for other promotional activities at CirrusWave's discretion. The profile will include a quote from an executive of your company and your company's logo.

14.8 Instrumentation and collection of usage data. CirrusWave may instrument the code to collect product usage data as part of this agreement. This data will be used for the purposes of improving CirrusWave products in future releases.

14.9 Entire Agreement. This is the complete and exclusive statement of the agreement between You and CirrusWave relating to the use of the Product as set forth herein and supersedes all prior oral or written understandings and agreements with respect to the subject matter herein.

15.Acknowledgement

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. IF APPLICABLE, "YOU" OR "YOUR" AS REFERRED TO ABOVE MEANS THE ENTITY, COMPANY, ORGANIZATION OR DEPARTMENT ("ENTITY") AT WHICH THE SOFTWARE IS ACCESSED, USED AND INSTALLED PURSUANT TO THIS AGREEMENT.

Exhibit A

(Purchase order with product, support agreed terms of payment)