Datameer, Inc.
2040 Pioneer Court
San Mateo, CA 94403
Phone: 650-286-9100
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Carahsoft Rider to Manufacturer End User License Agreements
(for U.S. Government End Users)

1. Scope. This Carahsoft Rider and the Manufacturer End User License Agreement (EULA) establish the terms and conditions enabling Carahsoft to provide Software and Services to U.S. Government agencies (the "Client" or "Licensee").

2. Applicability. The terms and conditions in the attached Manufacturer EULA are hereby incorporated by reference to the extent that they are consistent with Federal Law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341(a)(1)(B)), the Contracts Disputes Act of 1978 (41. U.S.C. § 601-613), the Prompt Payment Act, the Anti-Assignment statutes (31 U.S.C. **§** 3727 and 41 § U.S.C. 15), 28 U.S.C. § 516 (Conduct of Litigation Reserved to Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent the terms and conditions in the Manufacturer's EULA are inconsistent with the Federal Law (*See* FAR 12.212(a)), they shall be deemed deleted and unenforceable under any resultant orders under Carahsoft's contract #GS-35F-0119Y, including, but not limited to the following:

(a) Contracting Parties. The Government customer (Licensee) is the "Ordering Activity", "defined as an entity authorized to order under GSA contracts as set forth in GSA ORDER 4800.2G ADM, as may be revised from time to time. The Licensee cannot be an individual because any implication of individual licensing triggers the requirements for legal review by Federal Employee unions. Conversely, because of competition rules, the contractor must be defined as a single entity even if the contractor is part of a corporate group. The Government cannot contract with the group, or in the alternative with a set of contracting parties.

(b) Changes to Work and Delays. Subject to GSAR Clause 552.243-72, Modifications (Federal Supply Schedule) (July 200 0) (Deviation I 2010) (AUG 1987), and 52.212 -4 (f) Excusable delays. (JUN 2010) regarding which the GSAR and the FAR provisions shall take precedence.

(c) Contract Formation. Subject to FAR Sections 1.601(a) and 43.102, the Government Order must be signed by a duly warranted contracting officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.

(d) Audit. During the term of this Agreement: (a) If Ordering Activity's security requirements included in the Order are met, Manufacturer or its designated agent may audit Ordering Activity's facilities and records to verify Ordering Activity's compliance with this Agreement. Any such audit will take place only during Ordering Activity's normal business hours contingent upon prior written notice and adherence to any security measures the Ordering Activity deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. Carahsoft on behalf of the Manufacturer will give Ordering Activity written notice of any non-compliance, including the number of underreported Units of Software or Services ("Notice"); or (b) If Ordering Activity's security requirements are not met and upon Manufacturer's request, Ordering Activity will run a self assessment with tools provided by and at the direction of Manufacturer ("Self Assessment") to verify Ordering Activity's compliance with this Agreement.

(e) Termination. Clauses in the Manufacturer EULA referencing termination or

cancellation the Manufacturer's EULA are hereby deemed to be deleted. Termination shall be governed by the FAR 52.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613, subject to the following exceptions:

Carahsoft may request cancellation or termination of the License Agreement on behalf of the Manufacturer if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolutions process referenced in Section Q below or if such remedy is otherwise ordered by a United States Federal Court..

(f) **Consent to Government Law / Consent to Jurisdiction.** Subject to the Contracts Disputes Act of 1978 (41. U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)). The validity, interpretation and enforcement of this Rider will be governed by and construed in accordance with the laws of the United States. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal laws or regulations are enacted, to the extent allowed by law, it will not apply to this Agreement, and the governing law will remain as if such law or regulation had not been enacted. All clauses in the Manufacturer EULA referencing equitable remedies are deemed not applicable to the Government order and are therefore deemed to be deleted.

(g) **Force Majeure.** Subject to FAR 52.212 -4 (f) Excusable delays. (JUN 2010). Unilateral Termination by the Contractor does not apply to a Government order and all clauses in the Manufacturer EULA referencing unilateral termination rights of the Manufacturer are hereby deemed to be deleted.

(h) **Assignment. All** clauses regarding Assignment are subject to FAR Clause 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12 Novation and Change-of-Name Agreements, and all clauses governing Assignment in the Manufacturer EULA are hereby deemed to be deleted.

(i) **Waiver of Jury Trial.** All clauses referencing waiver of Jury Trial are subject to FAR Clause 52.233-1, Disputes (JUL. 2002), and all clauses governing waiver of jury trial in the Manufacturer EULA are hereby deemed to be deleted.

(j) **Customer Indemnities.** All Manufacturer EULA clauses referencing Customer Indemnities are hereby deemed to be deleted.

(k) **Contractor Indemnities.** All Manufacturer EULA clauses that (1) violate DOJ's right (28 U.S.C. 516) to represent the Government in any case and/or (2) require that the Government give sole control over the litigation and/or settlement, are hereby deemed to be deleted.

(l) **Renewals.** All Manufacturer EULA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11) ban on automatic renewal are hereby deemed to be deleted.

(m) **Future Fees or Penalties.** All Manufacturer EULA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11), which prohibits the Government from paying any fees or penalties beyond the Contract amount, unless specifically authorized by existing statutes, such as the Prompt Payment Act, or Equal Access To Justice Act 31 U.S.C. 3901, 5 U.S.C. 504 are hereby deemed to be deleted.

(n) **Taxes.** Taxes are subject to FAR 52.212-4(k), which provides that the contract price includes all federal, state, local taxes and duties.

(o) **Third Party Terms.** Subject to the actual language agreed to in the Order by the Contracting Officer. Any third party manufacturer will be brought into the negotiation, or the components acquired separately under Federally-compatible agreements, if any. Contractor indemnities do not constitute effective migration.

(p) **Installation and Use of the Software.** Installation and use of the software shall be in accordance with the Rider and Manufacturer EULA, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid task order placed pursuant to the Government contract.

(q) **Dispute Resolution and Venue.** Any disputes relating to the Manufacturer EULA and to this Rider shall be resolved in accordance with the FAR, and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. The Ordering Activity expressly acknowledges that Carahsoft, on behalf of the Manufacturer, shall have standing to bring such claim under the Contract Disputes Act.

(r) **Limitation of Liability: Subject to the following:**

Carahsoft, Manufacturer and Ordering Activity shall not be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, Carahsoft, Manufacturer and Ordering Activity shall not be liable for punitive damages except to the extent this limitation is prohibited by applicable law. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

(s) **Advertisements and Endorsements.** Unless specifically authorized by an Ordering Activity in writing, such use of the name or logo of any U.S. Government entity is prohibited.

(t) **Public Access to Information.** Manufacturer agrees that the EULA and this Rider contain no confidential or proprietary information and acknowledges the EULA and this Rider will be available to the public.

(u) **Confidentiality.** Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. §552, and any order by a United States Federal Court.

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(DATAMEER EULA- CARAHSOFT FINAL 3-30-2012)

THIS DATAMEER SOFTWARE LICENSE AGREEMENT AND ORDER CONFIRMATION (THE "AGREEMENT") GOVERNS ALL SOFTWARE PROVIDED BY DATAMEER, INC. ("DATAMEER") INCLUDING THE DATAMEER ANALYTICS SOLUTION PURCHASED THROUGH DATAMEER'S ONLINE STORE OR OTHER CHANNELS ("DATAMEER PRODUCT"), AND ANY AND ALL UPDATES, UPGRADES, AND MODIFICATIONS THERETO. CONFIRMATION OF CUSTOMER'S ORDERS ("ORDER CONFIRMATION") WILL BE DEEMED INCORPORATED INTO AND MADE PART OF THIS AGREEMENT. CUSTOMER WILL BE REQUIRED TO INDICATE ITS AGREEMENT TO THESE TERMS AND CONDITIONS IN ORDER TO DOWNLOAD THE SOFTWARE AND REGISTER WITH DATAMEER IN ORDER TO OBTAIN COMPLETE THE INSTALLATION PROCESS FOR THE DATAMEER PRODUCT. BY CLICKING ON THE "YES" BUTTON, DOWNLOADING OR INSTALLING THE DATAMEER PRODUCT, CUSTOMER IS CONSENTING TO BE BOUND BY THIS AGREEMENT. IF CUSTOMER AGREES TO THESE TERMS ON BEHALF OF A BUSINESS, IT REPRESENTS AND WARRANTS THAT IT HAS AUTHORITY TO BIND THAT BUSINESS TO THIS AGREEMENT, AND ITS AGREEMENT TO THESE TERMS WILL BE TREATED AS THE AGREEMENT OF THE BUSINESS. IN THAT EVENT, "CUSTOMER" REFERS HEREIN TO THAT BUSINESS. IF CUSTOMER HAS NOT YET PURCHASED A LICENSE, CUSTOMER MAY OBTAIN A LIMITED DURATION EVALUATION LICENSE BY COMPLETING THE REGISTRATION AND RECEIVING AN EVALUATION CONFIRMATION TO USE THE DATAMEER PRODUCT FOR A SPECIFIED PERIOD OF TIME ("EVALUATION PERIOD"). DURING SUCH EVALUATION PERIOD SECTIONS 2, 8.1 AND 9.2 OF THIS AGREEMENT SHALL NOT APPLY. UPON CUSTOMER'S PURCHASE OF A LICENSE UNDER AN APPLICABLE ORDER CONFIRMATION, ALL TERMS OF THIS AGREEMENT SHALL THEN APPLY. NOTWITHSTANDING THE FOREGOING, IF CUSTOMER HAS EXECUTED, OR SUBSEQUENTLY EXECUTES, A MASTER SOFTWARE LICENSE AND SERVICES AGREEMENT ("MASTER AGREEMENT") WITH DATAMEER COVERING THE DATAMEER PRODUCT, THEN DURING THE PERIOD THAT SUCH MASTER AGREEMENT IS IN FULL FORCE AND EFFECT, THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT WILL GOVERN CUSTOMER'S USE OF THE DATAMEER PRODUCT.

1. LICENSE GRANTS; RESTRICTIONS.
1.1 Datameer Product License Grant.

Subject to the terms and conditions of this Agreement, Datameer grants Customer a non-exclusive, non-transferable, non-sublicensable license, during the License Term set forth in the Order Confirmation (or if obtained for evaluation only, during the Evaluation Period), to install, access and use the Datameer Product in accordance with the documentation provided to Customer solely (a) for the purposes of storing and analyzing Customer's business data and/or third party data; (b) to create plug-in modules that run with the Datameer Product; and (c) for the quantity of Licensed Data Volume, purchased by Customer and identified in the Order Confirmation (or if obtained for evaluation only, for the quantity (if any) set forth in the evaluation confirmation). Customer agrees to use such modules solely for its own internal business purposes and shall not provide them to any third party. Unless otherwise agreed in writing, the Datameer Product are deemed irrevocably accepted on delivery. Customer may purchase additional Licensed Data Volume at any time during the License Term, through a supplemental Order Confirmation.

1.2 Third-Party Software.
Certain third party components provided in or with the Datameer Product ("Third Party Components") are subject to various "open source" or "free software" licenses. Customer may view the list of relevant licenses and/or notices for the Third Party Components on Datameer's website or in the Datameer Product documentation, as such list may be supplemented from time to time for any updates or upgrades to the Datameer Products that Datameer provides as

maintenance. Customer's use of the Third Party Components is subject to and governed by the Third Party Component license that accompanies the Third Party Component and is not subject to the terms and conditions of this Agreement, except that this Section 1.2 and Section 8.2 (Warranty Disclaimer) and Section 10 (Limitation of Liability) of this Agreement also govern Customer's use of the Third Party Components. Nothing in this document limits Customer's rights under, or grants Customer rights that supersede, the terms and conditions of any applicable license for the Third Party Component. Customer agrees to comply with the terms and conditions contained in all such Third Party Component licenses.

1.3 License Restrictions.

Customer acknowledges that the Datameer Product contains valuable trade secrets and other intellectual property of Datameer, and accordingly Customer shall not, directly or indirectly, or permit any Customer user to, (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Datameer Product; (ii) modify, translate, or create derivative works based on the Datameer Product; (iii) rent, lease, distribute, sell, resell, assign, sublicense, or otherwise transfer its rights to use the Datameer Product; (iv) use the Datameer Product for timesharing or service bureau purposes or otherwise for the benefit of a third party; (v) remove any proprietary notices from the Datameer Product or any other Datameer materials furnished or made available hereunder; or (vi) use the Datameer Product for any other purpose other than as licensed under this Agreement, including using the Datameer Product in any way to create products or services similar to or competitive with the Datameer Product, benchmarking the performance of the Datameer Product, or analyzing the Datameer Product for any competitive or review purposes. Customer may make a reasonable number of copies of the Datameer Product required for its back-up and archival purposes.

2. DATAMEER PRODUCT MAINTENANCE AND SUPPORT.

The subscription license fee for the Datameer Product includes maintenance and premium level support as outlined in Datameer's then-current Premium Support Offering terms ("Support Terms"). Such terms are available on Datameer's website or from Customer's Datameer sales representative.

3. SECURITY & PRIVACY.

3.1 Security.

Customer acknowledges that, notwithstanding security precautions that Datameer may, in its sole discretion, employ, the responsibility for security of Customer's data and Customer's data storage repositories rests solely with Customer and not Datameer. Accordingly, Datameer cannot and does not guarantee the privacy, security, integrity or authenticity of any information or data used in connection with the Datameer Products.

3.2 Privacy.

Customer represents warrants and covenants that Customer is in compliance with and will comply with all applicable privacy and data protection laws and regulations with respect to its or any third party data. Customer will indemnify, defend and hold Datameer harmless from any claims, losses and causes of action arising out of or related to Customer's breach of this Section.

4. OWNERSHIP.

4.1 Datameer Ownership.

All right, title and interest in the Datameer Product and any other Datameer materials furnished or made available hereunder including without limitation any Datameer plug-ins, and all modifications and enhancements thereof, including all rights under copyright and patent and other intellectual property rights, belong to and are retained solely by Datameer or Datameer' licensors and providers, as applicable.

4.2 Customer Ownership.

The Customer plug-ins referenced in Section 1.1 and all data stored, processed and/or analyzed through the use of the Datameer Product shall be the sole and exclusive property of Customer.

5. CUSTOMER OBLIGATIONS.

Customer is solely responsible for its actions and the actions of its employees and other personnel while using or accessing the Datameer Product. Customer assumes all risk arising out of its use of the Datameer Product. Customer

acknowledges and agrees that the Datameer Product may disrupt, corrupt or damage Customer's systems, servers and/or equipment if not used properly and in accordance with all documentation. Datameer is not liable for, or responsible to, remediate any issues found on Customer's network or elsewhere and that Customer is solely responsible for resolving such issues. Customer agrees: (a) to abide by all local, state, national, and international laws and regulations applicable to Customer's use of the Datameer Product; (b) not to upload or distribute in any way content that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Datameer Product or another's computer or mobile device; and (c) not to use the Datameer Product for illegal, fraudulent, unethical or inappropriate purposes.

6. TERMINATION.

6.1 Termination for Cause.

Either party may terminate this Agreement upon thirty (30) days written notice to the other of a material breach of this Agreement if such breach is not cured by the other party within such thirty (30) day period; provided, however, that any unauthorized disclosure of Datameer Confidential Information or any willful unauthorized use, copying, disclosure, distribution or sublicensing of the Datameer Product or documentation or any related methods, algorithms, techniques, or processes will be deemed a material breach of this Agreement that cannot be cured and termination shall be immediate.

6.2 Obligations of Customer upon Expiration or Termination.

Upon the expiration of the License Term or earlier termination of the Agreement, Customer must immediately terminate and cease all access to the Datameer Product and Customer must return or destroy, at Datameer's election, all copies of the Datameer Product and any documentation in its possession.

6.3 Effect of Termination.

Datameer shall not be liable to Customer or any third party for suspension or termination of Customer's access to, or right to use, the Datameer Product and/or Datameer plug-ins under this Agreement. Sections 3 (Security & Privacy), 4 (Ownership), 6 (Termination), 7 (Confidentiality), 8 (Warranty), 9 (Indemnification), 10 (Limitation of Liability) and 11 (General) of this Agreement shall survive its expiration or termination for any reason.

7. CONFIDENTIALITY.

7.1 Obligations.

Each of the parties agrees to maintain in confidence any non-public information of the other party, whether written or otherwise, disclosed by the other party in the course of performance of this Agreement that a party knows or reasonably should know is considered confidential by the disclosing party ("Confidential Information"). The parties hereby agree that Confidential Information includes, without limitation, the terms and conditions of this Agreement, and the sequence and structure of the Datameer Product. The receiving party shall not disclose, use, transmit, inform or make available to any entity, person or body any of the Confidential Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Confidential Information and the parties' respective rights therein, at all times exercising at least a reasonable level of care. Each party agrees to restrict access to the Confidential Information of the other party to those employees or agents who require access in order to perform hereunder, and, except as otherwise provided, neither party shall make Confidential Information available to any other person or entity without the prior written consent of the other party.

7.2 Exclusions; Destruction or Return of Information.

Confidential Information shall not include any information that is (i) already known to the receiving party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving party; (iii) subsequently disclosed to the receiving party on a non-confidential basis by a third party not having a confidential relationship with the other party hereto that rightfully acquired such information; or (iv) communicated to a third party by the receiving party with the express written consent of the other party hereto. A disclosure of Confidential Information that is legally compelled to be disclosed pursuant to a subpoena, or other judicial or governmental process shall not be considered a breach of this Agreement; provided the receiving party provides prompt notice of any such subpoena or the like so that the disclosing party will have the opportunity to obtain a protective order or otherwise oppose the disclosure. Upon

expiration or termination of this Agreement for any reason, each party shall promptly return to the other party, or destroy, as the parties agree, all copies of the other party's Confidential Information.

7.3 ID and Password.

Customer may not disclose or use the user id and password provided by Datameer for the purpose of receiving delivery of the Datameer Product for any other purpose and shall notify Datameer immediately of any unauthorized use or disclosure.

8. WARRANTY AND DISCLAIMER.

8.1 Representations.

Datameer represents and warrants that the Datameer Product will function substantially in accordance with the documentation for a period of ninety (90) days following the Activation Date or Subscription License Start Date, set forth in the applicable Order Confirmation. Datameer's sole liability and Customer's sole remedy for any breach of this warranty shall be for Datameer to promptly repair or replace, at Datameer's option, any Datameer Product that fail to conform to the warranty set forth herein or, if Datameer is unable to repair or replace the nonconforming product within a commercially reasonable period, Datameer shall refund the license or subscription fees paid by Customer for the nonconforming Datameer Product. The warranty set forth in this Section 8.1 shall not apply to: (i) Datameer Product that have been damaged as a result of Customer's negligence or abuse; or (ii) Datameer Product that have been modified by Customer; provided that the nonconformity arises in connection with, or as a result of, such modification.

8.2 Disclaimer.

EXCEPT AS PROVIDED IN SECTION 8.1, DATAMEER LICENSES THE DATAMEER PRODUCT AND PROVIDES SUPPORT SERVICE TO CUSTOMER ON AN "AS IS" BASIS. THE WARRANTY IN SECTION 8.1 IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS AND DATAMEER MAKES NO OTHER WARRANTY, CONDITION OR REPRESENTATION OF ANY KIND WHETHER EXPRESS OR IMPLIED. DATAMEER EXPRESSLY DISCLAIMS THE WARRANTY OF NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DATAMEER DOES NOT REPRESENT OR WARRANT THAT OPERATIONS OF THE DATAMEER PRODUCT OR THE NETWORK AND THIRD PARTY SERVICES TO WHICH THE DATAMEER PRODUCT IS CONNECTED WILL BE ERROR-FREE OR UNINTERRUPTED OR THAT PROGRAMMING ERRORS IN THE DATAMEER PRODUCT CAN BE FOUND IN ORDER TO BE CORRECTED. FOR CLARIFICATION, THE WARRANTY IN SECTION 8.1 DOES NOT APPLY DURING ANY EVALUATION PERIOD.

9. INDEMNIFICATION

9.1 Indemnification by Customer.

Customer shall indemnify, defend and hold harmless Datameer against any third party claim or suit based on a claim: (i) of any breach of this Agreement by Customer, its affiliates, employees agents, successors and assigns; or (ii) relating to or based on the activities or transactions conducted by, or data processed, analyzed or stored by Customer, its employees, contractors and agents, while using or which used the Datameer Product; and Customer shall pay any final judgment entered against Datameer in any such proceeding or agreed to in settlement. Datameer will promptly notify Customer in writing of such claim or suit or give all information and assistance reasonably requested by Customer or Customer's designee. Customer may not settle any claim or suit by requiring Datameer to pay or incur any financial or other type of liability, without Datameer's prior written consent.

9.2 Indemnification by Datameer.

Datameer shall indemnify, defend, or at its option settle, any third party claim or suit against Customer based on a claim that the Datameer Product infringes any copyright, trade secret or United States patent issued as of the Activation Date or Subscription License Start Date, set forth in the applicable Order Confirmation. Datameer shall pay any final judgment entered against Customer in any such proceeding or agreed to in settlement or compromise entered into by Datameer or with Datameer's prior consent. Customer will promptly notify Datameer in writing of such claim or suit and give all information and assistance reasonably requested by Datameer, at Datameer's expense. The foregoing indemnity shall not apply to any infringement claims arising out of or related to (i) any modification of the Datameer Product where the infringement claim would not have arisen but for such modification; (ii) any

combination of the Datameer Product with any hardware or software not provided by Datameer where the infringement claim would not have arisen but for such combination; or (iii) use of a version of the Datameer Product that has been superseded by a more current version if the infringement claim could have been avoided by the use of such current version. This Section 9.2 sets forth Datameer's sole and exclusive liability and Customer's sole and exclusive remedy for any infringement of intellectual property rights.

10. LIMITATION OF LIABILITY.

10.1 Limitation on Direct Damages.

IN NO EVENT SHALL DATAMEER'S OR DATAMEER'S LICENSORS' OR SUPPLIERS' AGGREGATE LIABILITY FOR DIRECT DAMAGES, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF ANY FEES, COSTS OR EXPENSES (INCLUDNG LICENSE OR SUBSCRIPTION FEES) PAID UNDER THIS AGREEMENT (OR IF NO FEES HAVE BEEN PAID, THEN A TOTAL AMOUNT OF $50.00), WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE.

10.2 Waiver of Consequential Damages.

IN NO EVENT SHALL DATAMEER OR ITS LICENSORS OR SUPPLIERS BE LIABLE TO CUSTOMER OR ANY OF ITS LICENSORS, AFFILIATES OR SUBSIDIARIES FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA OR LOSS OF PROFITS, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF DATAMEER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.3 Essential Purpose.

The essential purpose of this Section 10 is to limit the potential liability of the parties arising under this Agreement. The parties acknowledge that the limitations set forth in this Section 10 are connected to the amount of consideration levied in connection with the license of the Datameer Product and that, were Datameer to assume any further liability, such consideration would, out of necessity, have been set much higher.

11. GENERAL.

11.1 Miscellaneous Terms.

All notices to a party shall be in writing and sent to the addresses specified on the Order Confirmation and shall be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or 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. This Agreement may not be assigned or transferred by Customer, by merger, operation of law or otherwise, without Datameer's prior written consent. Any assignment in derogation of the foregoing is null and void. Datameer may freely assign or transfer this Agreement. This Agreement shall inure to the benefit of each party's successors and permitted assigns. This Agreement, together with the Order Confirmation, the Support Terms and all exhibits, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements and understandings between the parties relating to the subject matter hereof. This Agreement may be amended or superseded only by a written instrument signed by both parties. This Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. Company expressly consents to the personal jurisdiction of the state and federal courts located in Santa Clara County, California for any lawsuit or dispute arising from or related to this Agreement.

11.2 Conflict of Terms; Force Majeure.

The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement. Any provision of this Agreement held to be unenforceable shall not affect the enforceability of any other provisions of this Agreement. In the event of any conflict between the terms of this Agreement and the terms set forth in an Exhibit or the Order Confirmation, the terms of this Agreement shall control. Neither party shall be in default if its failure to perform any obligation under this Agreement is caused solely by supervening conditions beyond that party's reasonable control, including acts of God, civil commotion, war, strikes, labor disputes, third party Internet service interruptions or slowdowns, vandalism or "hacker" attacks, acts of terrorism or governmental

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demands or requirements.

11.3 Export Restrictions.

Customer acknowledges and agrees that the Datameer Product and technology subject to this Agreement are subject to the export and reexport control laws and regulations of the United States and any applicable jurisdiction, including but not limited to the Export Administration Regulations ("EAR"), and sanctions regimes of the U.S. Department of Treasury, Office of Foreign Asset Controls. Customer will comply with these laws and regulations. Customer shall not without prior U.S. government authorization, export, reexport, or transfer any goods, software, or technology subject to this Agreement, either directly or indirectly, to any country subject to a U.S. trade embargo (currently Cuba, Iran, North Korea, Sudan, and Syria) or to any resident or national of any such country, or to any person or entity listed on the "Entity List" or "Denied Persons List" maintained by the U.S. Department of Commerce or the list of "Specifically Designated Nationals and Blocked Persons" maintained by the U.S. Department of Treasury.

11.4 U.S. Government Rights.

The Datameer Products are Commercial Items as that term is defined and used in the Federal Acquisition Regulation, 48 C.F.R. 2.101 and 48 C.F.R. Part 12, and is comprised of "commercial computer software" and "commercial computer software documentation". If obtained by or on behalf of a civilian agency, the U.S. Government obtains this commercial computer software and/or commercial computer software documentation subject to the terms of this Agreement as specified in 48 C.F.R. 12.212 (Computer Software) and 12.211 (Technical Data). If obtained by or on behalf of an agency or entity of the Department of Defense ("DoD"), the U.S. Government licensee obtains this commercial computer software and/or commercial computer software documentation subject to the terms of this Agreement as specified in 48 C.F.R. 227.7202-3 and 48 C.F.R. 227.7202-4 of the DoD FAR Supplement ("DFARS") and its successors, and consistent with 48 C.F.R. 227.7202-1. This U.S. Government Rights clause is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses Government rights in computer software or computer software documentation.

EXHIBIT A
Third-Party Component License Terms

Library Name	Version	License
AWS Java SDK	1.0.003	Apache2
AWS Tasks	0.2-dev	Apache2
Hibernate	3.3.2.GA	LGPL
hibernate-annotations	3.4.0.GA	LGPL
hibernate-commons-annotations	3.1.0.GA	LGPL
hibernate-entitymanager	3.4.0.GA	LGPL
ejb3-persistence	1.0.2.GA	Sun
Spring Framework	3.0.3.RELEASE	Apache2
Log4j	1.2.15	Apache2
Java	1.6.17	Sun
javamail	1.4.2	Sun
jetty	6.1.21	Apache2
jets3t	0.6.1	Apache2
jsch	0.1.43	BSD
hsqldb	1.8.1.3	Hypersonic
jta	1.1	Sun
dom4j	1.6.1	BSD
xstream	1.3.1	BSD
subethasmtp	3.1.2	Apache2
slf4j	1.4.2	MIT
opencsv	2.1	Apache2
json_simple	1.0	Apache2
json-taglib	0.4.1	Apache2
json	1.0	free

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jofc2	1.0	LGPL
jgrapht	0.8.1	LGPL
c3p0	0.9.1.2	LGPL
freemarker	2.3.16	BSD
javaassist	3.9.0.GA	LGPL
commons-fileupload	1.2.1	Apache2
commons-logging	1.1.1	Apache2
commons-lang	2.4	Apache2
commons-httpclient	3.1	Apache2
commons-codec	1.3	Apache2
commons-io	1.4	Apache2
commons-collections	3.1	Apache2
commons-cli	2.0-SNAPSHOT	Apache2
commons-math	2.0	Apache2
Yahoo UI	2.7	BSD
Yahoo UI	3.0.0	BSD
Antlr	3.2	ANTLR 3
jQuery	1.3.2	MIT
Flot	0.6	MIT
Open Flash Gauges	1.0	Apache2
Open Flash Chart 2	2.0	LGPL
Hadoop Common	0.20.2	Apache2
Hadoop Tools	0.20.2	Apache2
MapReduce	0.20.2	Apache2
cron4j	2.1.1	LGPL
Hive	0.5	Apache2
JAXB2	2.0	CDDL 1.0
X-RIME	1.0.0	Apache2
Guava-Libraries	0.7	Apache 2
MapR-FS	0.1	MapR (EXHIBIT B)

EXHIBIT B

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