

PLEASE READ CAREFULLY: PETABRIDGE, LLC (THE "COMPANY") IS WILLING TO LICENSE THE PHOBOS SOFTWARE COMPUTER PROGRAM (THE "SOFTWARE") ONLY UPON THE CONDITION THAT CUSTOMER ACCEPTS ALL OF THE TERMS CONTAINED IN THIS SUBSCRIPTION AGREEMENT (THE "AGREEMENT"). BY SELECTING THE "I ACCEPT" BUTTON BELOW OR BY INSTALLING, UPLOADING, ACCESSING OR OTHERWISE USING ALL OR ANY PORTION OF THE SOFTWARE, CUSTOMER AGREES TO BE LEGALLY BOUND BY THIS AGREEMENT. BEFORE CONTINUING, CUSTOMER SHOULD PRINT OR SAVE A LOCAL COPY OF THIS AGREEMENT FOR ITS RECORDS. IF CUSTOMER IS A CORPORATION, LIMITED LIABILITY COMPANY OR OTHER LEGAL ENTITY, THE PERSON ACCEPTING THESE TERMS ON BEHALF OF SUCH ENTITY REPRESENTS THAT HE OR SHE HAS THE LEGAL AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS. IF SUCH PERSON DOES NOT HAVE SUCH AUTHORITY, OR IF CUSTOMER DOES NOT WISH TO BE BOUND BY THE TERMS OF THIS AGREEMENT, THEN DO NOT INSTALL, UPLOAD, ACCESS OR OTHERWISE USE THE SOFTWARE.

This Subscription Agreement is made and entered into by and between Petabridge, LLC, a Texas limited liability company ("Petabridge"), and the customer identified on an Order Form ("Customer") and is effective as of the date Customer downloads or otherwise accesses the Software.

1. DEFINITIONS. For purposes of this Agreement, the following terms have the meanings set forth below:

"Authorized Number of Installations" means the Number of Installations authorized for use of the Software as indicated on the Order Form for the Software.

"Computer" means computers, including desktop or laptop computers, or file servers, used for general computing functions (such as, but not limited to, word processing, e-mail, general purpose Internet browsing and office suite productivity tools).

"License" means the license granted to Customer pursuant to Section 2 of this Agreement.

"Number of Installations" means the number of running application instances into which the Software is installed by Customers. If Customer has four applications and runs ten instances of each application during normal operations, that will count as forty installations.

"Order Form" means the order form entered into by the parties incorporating this Agreement.

"Software" means the Phobos software computer program, and any updates or error corrections thereto provided by the Company.

"Subscription" means a term license for the Software and the User Documentation under Section 2.2 of this Agreement.

"User" means an individual user of the Software allowed access to the Software by Customer.

"User Documentation" means any user manuals and other documentation provided or otherwise made available to Customer by the Company under this Agreement.

2. LICENSE AND TERM. There are two (2) types of Licenses covered in this Agreement: (a) free evaluation licenses described in Section 2.1 (an "Evaluation License"); and (b) term licenses described in Section 2.2 provided as part of paid Subscriptions. The type of License shall be identified on the Order Form. The terms for Subscriptions shall only apply once Customer has purchased the applicable Subscription.

2.1 Subject to the terms and conditions of this Agreement, the Company grants to Customer a nonexclusive, nontransferable, nonsublicensable, limited right and license to install and use the Software and use the User Documentation solely for evaluation and development purposes. In no event may Customer use the Software for production or any other commercial purposes under this Section 2.1. The term of the Evaluation License commences on the date of installation and terminates on the date provided on the Order Form (the "Evaluation Term"). Upon termination or the expiration of the Evaluation Term, Customer's license or right to use the Software and the User Documentation granted under this Agreement shall immediately terminate. The Software is designed to cease to function upon expiration of the Evaluation Term if a Subscription is not purchased. Any attempt to defeat the time control disabling function in the Software is a material breach of this Agreement and a violation of intellectual property law.

2.2 Subject to the terms and conditions of this Agreement, during the time Customer has purchased a Subscription as detailed in an applicable Order Form (the "Subscription Term"), the Company grants to Customer a nonexclusive, nontransferable, nonsublicensable, limited right and license to install and use the Software and use the User Documentation solely for production or any other commercial purposes under this Section 2.2. Upon termination or expiration of the Subscription, Customer's license or right to use the Software and the User Documentation granted under this Agreement shall terminate, and Customer will delete the Software from its Computers.

3. INSTALLATION AND USAGE. The Software may be installed on up to the Authorized Number of Installations. Customer agrees not to install the Software in more than the Authorized Number of Installations. Customer is responsible for its Users' compliance with this Agreement.

4. UPDATES AND SUPPORT. During the Subscription Term, Customer will receive at no additional charge all error corrections, updates and upgrades to the Software released by the Company. Customer support ("Support") will be provided as described in the Customer Support Agreement (the "Support Agreement"), if any, purchased by Customer in connection with its Subscription as shown on the Order Form and as appended to this Agreement. "

5. GENERAL RESTRICTIONS. Customer agrees and acknowledges that, unless enforcement is prohibited by applicable law (and then only to the extent prohibited by applicable law), the following actions are expressly prohibited:

(a) Customer may not (and may not permit any User or other third party to) decompile, disassemble or reverse engineer the Software.

(b) Customer may not (and may not permit any User or other third party to) modify, translate, adapt, arrange or create derivative works of the Software or the User Documentation.

(c) Customer may not (and may not permit any User or other third party to) sell, transfer, rent, lease, loan, or otherwise distribute all or any portion of the Software, the User Documentation or any other rights granted to Customer in this Agreement.

(d) Customer may not (and may not permit any User or other third party to) allow access to the Software over the Internet, including, without limitation, in connection with a web hosting, commercial time sharing, service bureau, or similar service.

(e) Customer may not (and may not permit any User or other third party to) remove, alter or obscure any copyright or other proprietary notices, labels or marks from the Software or the User Documentation.

(f) Customer may not (and may not permit any User or other third party to) otherwise install, access or otherwise use or copy the Software or the User Documentation other than in strict compliance with the terms of this Agreement.

(g) Customer may not (and may not permit any User or other third party to) allow access or permit use of the Software by any Users other than: (a) Customer's employees or authorized third-party contractors who are providing services to Customer and agree in writing to abide by the terms of this Agreement, provided further that Customer shall be liable for any failure by such employees and third-party contractors to comply with the terms of this Agreement and no usage restrictions shall be exceeded.

6. COPYRIGHTS AND OTHER INTELLECTUAL PROPERTY RIGHTS. The Software includes individual open source software components, each of which has its own copyright and license conditions. These open source software components are licensed under the terms of the applicable open source license agreements and/or copyright notices. Additionally, content from other sources may be protected by intellectual property rights of others. See <https://petabridge.com/legal/oss-notices.html> for additional intellectual property notices. Customer may not (and may not permit any User or other third party to) create, copy, upload, download, import or share any content from other sources into content created with the Software unless Customer has the right to do so.

8. ALL RIGHTS RESERVED. Title to and ownership of the Software, the User Documentation and all related intellectual property are retained by the Company and its licensors. The Software is confidential

and the Software and the User Documentation are copyrighted. The Software and the User Documentation are licensed to Customer, not sold. All rights of every kind that are not expressly granted to Customer in this Agreement are entirely and exclusively reserved by the Company and its licensors.

9. RIGHT OF INSPECTION. During the Subscription Term and for one (1) year following termination or expiration (but no more than once in a calendar year) of the Subscription Term, the Company and its auditors may inspect the records of Customer relating to its reproduction and use of the Software for the purposes of verifying its compliance with this Agreement. Customer shall cooperate fully with the Company and its auditors in conducting audits and provide reasonable assistance. If an underpayment is discovered, Customer shall promptly pay such amount and reimburse the Company for the cost of the audit.

10. LIMITED WARRANTY. The Company warrants that, as of the date on which the Software is purchased and for thirty (30) days thereafter, the Software will provide the features and functions generally described in the User Documentation and that the media on which the Software is furnished, if any, will be free from defects in materials and workmanship under normal use. Except for the foregoing, the Software and the User Documentation are provided "AS IS." All warranty claims must be made during such thirty (30) day period. The Company's entire liability and Customer's exclusive remedy will be, at the Company's option, to attempt to correct or work around errors, to replace the defective media on which the Software is furnished, if any, or to refund the license Fees, if any, paid by Customer and terminate this Agreement.

11. DISCLAIMER OF WARRANTY. EXCEPT AS SPECIFIED IN THIS AGREEMENT, THE COMPANY MAKES, AND CUSTOMER RECEIVES, NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE AND THE USER DOCUMENTATION. ANY STATEMENTS OR REPRESENTATIONS ABOUT THE SOFTWARE AND ITS FUNCTIONALITY IN THE USER DOCUMENTATION OR ANY COMMUNICATION WITH CUSTOMER CONSTITUTE TECHNICAL INFORMATION AND NOT AN EXPRESS WARRANTY OR GUARANTEE. IN ADDITION, THE COMPANY SPECIFICALLY DISCLAIMS ANY OTHER WARRANTY INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. WITHOUT LIMITING THE FOREGOING, THE COMPANY DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE FOREGOING MAY NOT APPLY TO CUSTOMER. THIS LIMITED WARRANTY GIVES CUSTOMER SPECIFIC RIGHTS. OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION, MAY APPLY TO CUSTOMER.

12. LIMITATION OF LIABILITY. IN NO EVENT SHALL THE COMPANY HAVE ANY LIABILITY FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES; LOSS OF PROFITS, REVENUE, OR DATA; BUSINESS INTERRUPTION, OR COST OF COVER. IN ADDITION, IN NO EVENT SHALL THE LIABILITY OF THE COMPANY FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SOFTWARE, USER DOCUMENTATION, OR THIS AGREEMENT EXCEED \$1,000. THE LIMITATIONS OF LIABILITY IN THIS SECTION 13 SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW TO ANY DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, WHETHER DERIVED

FROM CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER THE LIMITED REMEDIES AVAILABLE HEREUNDER FAIL OF THEIR ESSENTIAL PURPOSE.

13. EXCLUSIONS. The Software is intended for use only with Akka.NET and any officially supported Akka.NET plugins released on nuget.org. This includes combining Akka.NET with other well-known .NET technologies, such as ASP.NET, WPF, WinForms, Windows Services, SignalR, Web API, WCF, NancyFX, Windows Azure, Amazon Web Services, and others of similar size and stature within the .NET community. The Company is not responsible for any loss of business that may be incurred as a result of software errors with Akka.NET, Phobos, or any other technology covered under this Agreement. The Software is not intended to function with personal or third-party forks of Akka.NET.

14. EXPORT REGULATIONS. All Software and User Documentation delivered under this Agreement are subject to United States export control laws and may be subject to export or import laws and regulations of other countries. Customer agrees not to export the Software or the User Documentation in violation of United States or other applicable export control laws.

15. U.S. GOVERNMENT RESTRICTED RIGHTS. If the Software is being Licensed by or on behalf of the United States government or a United States government prime contractor or subcontractor, the Software and the User Documentation are provided with the same commercial license rights as are described elsewhere in this Agreement.

16. GOVERNING LAW. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas, U.S.A. without giving effect to the conflict of laws principles thereof. Notwithstanding any choice of law provision or otherwise, the Uniform Computer Information Transactions Act and the United Nations Convention on the international Sale of Goods shall not apply to this Agreement.

17. ARBITRATION; VENUE. Customer and the Company agree that all disputes, claims or controversies arising under or pursuant to this Agreement will be submitted to neutral, binding arbitration to be held in Harris County, Texas before a retired judicial officer pursuant to the Comprehensive Rules and the Arbitration Administrative Policies of the Judicial Arbitration and Mediation Services (JAMS). Customer agrees to give up any rights it may have to litigate any such disputes, claims or controversies in a court or jury trial; provided, however, that nothing herein shall limit the rights of Customer or the Company to pursue injunctive or other equitable relief in an appropriate court or other legal forum. In the event of an action for injunctive or other equitable relief, or if the agreement to arbitrate as provided herein is for any reason deemed invalid, Customer and the Company agree that the sole and exclusive jurisdiction and venue for actions arising under this Agreement shall be the State and Federal courts in Harris County, Texas. Customer hereby agrees to service of process in accordance with the rules of such courts.

18. ENTIRE AGREEMENT. This Agreement sets forth the entire understanding of Customer and the Company relating to the subject matter hereof and supersedes any and all other previous or contemporaneous communications, agreements, representations, warranties or advertising with respect to the Software and User Documentation. THE TERMS OF THIS AGREEMENT SHALL PREVAIL OVER ANY PRE-PRINTED TERMS OR OTHER CONFLICTING OR ADDITIONAL TERMS OF ANY PURCHASE ORDER, ORDERING DOCUMENT, ACKNOWLEDGEMENT OR CONFIRMATION OR OTHER DOCUMENT ISSUED BY CUSTOMER, EVEN IF SIGNED AND RETURNED BY THE COMPANY.

19. SEVERABILITY. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. If any provision of this Agreement shall be held invalid or unenforceable in part, the remaining portion of such provision, together with all other provisions of this Agreement, shall remain valid and enforceable and continue in full force and effect to the fullest extent consistent with law.

20. NO WAIVER. No term or provision hereof will be considered waived, and no breach excused, unless such waiver is in writing signed on behalf of the party against whom the waiver is asserted. No waiver (whether express or implied) will constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach.

21. LANGUAGE. The English language version of this Agreement is legally binding in case of any inconsistencies between the English version and any translations.

22. CERTAIN TAXES. If Customer is subject to the Value Added Tax ("VAT") within the European Union or the Goods and Services Tax ("GST") within Australia, and has provided the Company with an exemption identification number to avoid collection of the tax in connection with the purchase of the License, Customer is deemed for all purposes to have represented and warranted to the Company that it holds a valid exemption from the VAT or GST, as applicable. Customer will indemnify and hold harmless the Company for any claims against the Company resulting from a breach of this representation and warranty by Customer.

23. BASIS OF BARGAIN. Customer acknowledges and agrees that the Company has entered into this Agreement in reliance upon the disclaimers of warranty and the limitations of liability set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.