

## End User License Agreement

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1. License. Subject to Your full compliance with all the terms and conditions of this Agreement, HyperVelocity Consulting grants You a nontransferable, non-sublicensable, non-exclusive license, revocable at HyperVelocity Consulting's discretion, to use the software in object code form only that You will receive through this download (the "Client"), any accompanying documents, and any additional software that may be made available by HyperVelocity Consulting from time to time for use with the Client (collectively "Software") for Your non-commercial use only and only in accordance with the accompanying documentation. Any other use must be pre-approved by HyperVelocity Consulting in writing. This Agreement allows You to run the Software only as received at the time of download, in a single installation of JIRA or Confluence, for the number of authorized users and nodes.

2. Restrictions. You shall not, nor permit anyone else to, directly or indirectly: (i) copy, modify, or distribute the Software or license key (if any); (ii) reverse engineer, disassemble, decompile or otherwise attempt to discover the source code or structure, sequence and organization of all or any part of the Software (except that this restriction shall not apply to the limited extent restrictions on reverse engineering are prohibited by applicable local law); or (iii) rent, lease, or use the Software for timesharing or service bureau purposes, or otherwise use the Software for any commercial purpose. You shall maintain and not remove or obscure any proprietary notices on the Software, and shall reproduce such notices exactly on all permitted copies of the Software. As between the parties, HyperVelocity Consulting shall own all title, ownership rights, and intellectual property rights in and to the Software, and any copies or portions thereof. You understand that HyperVelocity Consulting or its licensors may modify or discontinue offering the Software at any time. This Agreement does not give You any rights not expressly and unambiguously granted herein.

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3. Support; Equipment. This Agreement entitles You to upgrades, patches, enhancements, and fixes (collectively, "Support") for one (1) year following the commencement of a fully paid support term for this version of the Software (or the next version, at HyperVelocity Consulting's sole discretion, during such one-

year support term), provided that You comply with all the terms and conditions of this Agreement. You shall be responsible for obtaining and maintaining any equipment or ancillary services needed to connect to, access, or otherwise use the Software, including, without limitation, modems, hardware, software, and long distance or local telephone service. You shall be responsible for ensuring that such equipment or ancillary services are compatible with the Software.

**4. WARRANTY DISCLAIMER. The software is provided “as is”. Hypervelocity consulting makes no warranty of any kind, express or implied, and hypervelocity consulting expressly disclaims all warranties, including without limitation, any implied warranties of merchantability, fitness for a particular purpose and noninfringement. Further, hypervelocity consulting does not warrant results of use or that the software is bug free or error free or that its use will be uninterrupted. This disclaimer of warranty constitutes an essential part of this agreement. All the foregoing disclaimers also apply in full with respect to hypervelocity consulting’s licensors, suppliers, distributors, contractors and agents. Some states do not allow the exclusion of implied warranties, so the above limitations may not apply to you.**

**5. LIMITATION OF REMEDIES AND DAMAGES. Under no circumstances and under no legal theory, including, but not limited to, tort, contract, negligence, strict liability, or otherwise, shall hypervelocity consulting be liable to you or any other person (i) for any indirect, special, incidental, or consequential damages of any character or (ii) for any matter beyond its reasonable control. Hypervelocity consulting’s liability for damages of any kind whatsoever arising out of this agreement shall be limited to the total fees paid by you to hypervelocity consulting, except where not permitted by applicable law, in which case hypervelocity consulting’s liability shall be limited to the minimum amount permitted by such applicable law. All the foregoing limitations shall apply even if hypervelocity consulting has been informed of the possibility of such damages. All the foregoing limitations also apply with respect to hypervelocity consulting’s suppliers, licensors, distributors, contractors and agents. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation and exclusion may not apply to you.**

6. Indemnity. You agree that HyperVelocity Consulting and its licensors, distributors, contractors and agents shall have no liability whatsoever for any use You make of the Software. You shall indemnify and hold harmless HyperVelocity Consulting and its licensors, suppliers, contractors and agents from any claims, damages, liabilities, costs, and fees (including reasonable attorneys’ fees) arising from (a) Your failure to comply with any term of this Agreement; or (b) use of the Software in combination with other hardware, software or other systems that would have been avoided but for such use or combination. To the maximum extent permitted by applicable law, You hereby release, and waive all claims against, HyperVelocity Consulting and its licensors, suppliers, employees and agents from any and all liability for claims, damages (actual and consequential), costs and expenses (including litigation costs and attorneys’ fees) of every kind and nature, arising out of or in any way connected with use of the Software. If You are a California resident, You waive Your rights under California Civil Code § 1542, which states, "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." Residents of other states and nations waive their rights under all analogous laws, statutes or regulations.

7. Termination. This Agreement shall continue until terminated as set forth in this section. You may terminate this Agreement at any time. Your rights under this Agreement will terminate automatically and irrevocably without notice from HyperVelocity Consulting if You fail to comply with any term(s) of this Agreement, including any attempt to transfer a copy of the Software or Software license key (if any) to another party except as provided in this Agreement. Upon termination for any reason, the Agreement granted hereunder shall terminate and You shall immediately discontinue all use of the Software and destroy and remove from all computers, hard drives, networks and other storage media all copies of the Software, but the terms of this Agreement will otherwise remain in effect.

8. Export Law Assurances. In connection with the Software, You agree to comply with all export laws and restrictions and regulations of the Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control ("OFAC"), or other United States or foreign agency or authority, and You agree not to export, or allow the export or re-export of the Software in violation of any such restrictions, laws or regulations. By using the Software, You agree to the foregoing and represent and warrant that You are not located in, under the control of, or a national or resident of any restricted country.

9. Miscellaneous. No agency, partnership, joint venture, association, or employment is created as a result of this Agreement and You do not have any authority of any kind to bind HyperVelocity Consulting in any respect whatsoever. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by You except with HyperVelocity Consulting's prior written consent. HyperVelocity Consulting may transfer, assign or delegate this Agreement and its rights and obligations without Your consent. You grant HyperVelocity Consulting the right to include Your name, trademark, logo or similar identifying material ("Your Marks") in a listing of customers on HyperVelocity Consulting's website and in other promotional material. Within thirty (30) days of Your written request, HyperVelocity Consulting will remove Your Marks from its website customer list and will make no further use of Your marks in any future material. This Agreement shall be governed by and construed in accordance with the laws of the state of California, as if made within California between two residents thereof, and the parties submit to the exclusive jurisdiction of the state and federal courts located in Los Angeles, California. Notwithstanding the foregoing sentence, (but without limiting HyperVelocity Consulting's right to seek injunctive or other equitable relief in any court of competent jurisdiction), any disputes arising with respect to this Agreement shall be referred to an arbitration venue. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement and, except as otherwise provided herein, that all modifications must be in writing.

10. Trial Use Rights and Conversion. If the Software is a trial edition, then this Section applies to You. You may only use the trial software for internal evaluation purposes. You may convert your trial rights at any time to the full rights described in the rest of these license terms by purchasing a commercial license and obtaining a product key from HyperVelocity Consulting. Your rights to use the trial Software are limited to 30 days or such other trial period as is authorized by HyperVelocity Consulting in the documentation accompanying the trial Software. After the expiration of the trial period, without conversion, the trial Software will stop running. During the trial period, Section 3 of this Agreement does not apply and Your license pursuant to Section 1 is modified by this Section 10. The remaining sections of this Agreement apply.

11. Installation Information. When the Software is installed for the first time, the Software may collect certain information from the computer on which it is installed regarding installation of the Software and the host software with which the Software is used (e.g. Jira or Confluence), such as identification of the host software and its license type. Additionally, the Software contains certain user tracking features that enable HyperVelocity Consulting to collect certain information regarding Your Software usage such as language, web browser and product features to help improve the overall usability of the Software. This information is used by HyperVelocity Consulting to evaluate and improve product installations and HyperVelocity Consulting's products and services. HyperVelocity Consulting may also share it with the vendor of the host software for their use in improving how their products and services. The collected information may be transferred to

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