OcNOS (Binary) End User License Agreement

Last updated: July 25, 2025

THIS OCNOS (BINARY) END USER LICENSE AGREEMENT, AS AMENDED FROM TIME TO TIME BY IPI (THIS "**AGREEMENT**") IS A BINDING LEGAL AGREEMENT BETWEEN IP INFUSION, INC., LOCATED AT 3979 FREEDOM CIRCLE SUITE 900 SANTA CLARA, CA 95054 ("**IPI**"), AND YOU (ACTING IN YOUR INDIVIDUAL CAPACITY OR AS AN EMPLOYEE, AGENT OR CONTRACTOR ACTING ON BEHALF OF A COMPANY) (SUCH INDIVIDUAL OR COMPANY, "**LICENSEE**" OR "**YOU / YOUR**") HEREBY ACCEPTS THE TERMS OF THIS AGREEMENT BY CLICKING "I AGREE", BY ISSUING A PURCHASE ORDER, OR OTHERWISE INDICATING YOUR ASSENT OR BY ACCESSING, DOWNLOADING OR USING ANY PORTION OF THE SOFTWARE (AS DEFINED BELOW).

IF YOU ARE ACCESSING, DOWNLOADING OR USING THE SOFTWARE FOR OR ON BEHALF OF A COMPANY PURSUANT TO OR IN CONNECTION WITH ANY OTHER EFFECTIVE AGREEMENT BETWEEN IPI AND SUCH COMPANY (INCLUDING ANY NON-DISCLOSURE, CONFIDENTIALITY, DILIGENCE, OR EXCLUSIVITY AGREEMENT) (ANY SUCH AGREEMENT(S), COLLECTIVELY (AS APPLICABLE), THE "**COMPANY AGREEMENT**"), YOUR ACCESS TO AND USE OF THE SOFTWARE IS ALSO SUBJECT TO THE TERMS OF THE COMPANY AGREEMENT.

IF LICENSEE DOES NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, LICENSEE SHALL NOT USE, DOWNLOAD OR OTHERWISE ACCESS THE SOFTWARE. BY USING, DOWNLOADING, OR OTHERWISE ACCESSING ANY PART OF THE SOFTWARE, LICENSEE REAFFIRMS THAT LICENSEE AGREES TO BE BOUND BY THIS AGREEMENT AND ACCEPTS WITHOUT LIMITATION OR QUALIFICATION ALL OF ITS TERMS AND CONDITIONS.

1. **Limited License**. Subject to and conditioned upon Licensee's compliance with all of the terms and conditions of this Agreement and IPI's other applicable terms, guidelines, and policies (as made available and updated by IPI from time to time) and if applicable, the Company Agreement, IPI hereby grants to Licensee a limited, revocable, non-exclusive, non-transferable, license, without the right to grant sublicenses, to (i) download, copy, install and use in accordance with the Documentation one (1) copy of the Software for use on a single Hardware Product, and (ii) copy and distribute the Documentation internally for use with the Software. For clarity, the foregoing license is not transferable between different Hardware Products.

2. **Restrictions**. Except for the licenses and rights expressly granted to Licensee in Section 1, Licensee acquires no other licenses or rights in or to any Intellectual Property Rights of IPI (including the Software and Documentation), and no such licenses or rights shall be implied.

Except as expressly permitted in Section 1, Licensee shall not, nor shall it permit any other person to:

a. use, copy, publicly display, publicly perform, modify or prepare derivative works of, distribute, disclose, publish, or otherwise make available to a third party, (i) the Software, or any portion thereof, or any derivative work based thereon, or (ii) the Documentation, or any portion thereof, or any derivative work based thereon;
b. sublicense, transfer, convey, lease, rent, loan, timeshare, sell, assign, disclose, grant any security interests in or otherwise make available to any third party (i) the Software, or any portion thereof, or any derivative work based thereon, or (ii) the Documentation, or any portion thereof, or any derivative work based thereon;
c. decompile, reverse engineer, or disassemble the Software;
d. receive payment for transfer of the Software;
e. separate the Software into component parts for sublicense, distribution or transfer to a third party;
f. use the Software for timesharing or service bureau purposes or otherwise for the benefit of a third party, or for any competitive, unlawful, or other unauthorized purpose;
g. use the Software to encourage, facilitate, or participate in the circumvention of the intended functionality or use of the Software, or bypass or breach any security device or protection;
h. provide or make available any unnecessary personal data to IPI (without IPI's express prior written consent in each instance);
i. remove any disclaimers, copyright, patent, trademark or other proprietary or restrictive notices or legend from the Software or Documentation;
j. interfere with or disrupt the integrity or performance of the Software, any IPI systems, or any contents thereof;
k. use the Software in combination with any third party software, including any Open Source Component or Licensee software, in any manner that could subject the Software, including any portion or derivative thereof, to license terms that: (i) require or permit disclosure of source code of the Software, (ii) allow reverse engineering of the Software, (iii) permit the creation of derivatives of the Software, and/or (iv) require or permit licensing of the Software to any third party;
l. publish or disclose to third parties any evaluation of the Software; or
m. embed the Software within any other software product or device.

Any attempt by Licensee to do any of the foregoing shall be void *ab initio*.

3. **Intellectual Property Ownership; Assignment**.

a. Licensee acknowledges and agrees that:
    i. the Software and Documentation are hereby licensed, not sold, to Licensee by IPI;
    ii. Licensee does not have under or in connection with this Agreement any ownership interest in the Software or Documentation, or in any related Intellectual Property Rights; and
    iii. as between IPI and Licensee, IPI and its licensor(s) are the sole and exclusive owners of all right, title, and interest in and to the Software and Documentation (and all copies thereof), including all Intellectual Property Rights relating thereto, subject only to the limited license granted to Licensee under this Agreement.
b. Licensee hereby unconditionally and irrevocably assigns to IPI or IPI's designee, its entire right, title, and interest in and to any and all Intellectual Property Rights that Licensee may now or hereafter have in or to the Software or Documentation (including any rights in derivative works or patent improvements to either of them), whether held or acquired by operation of law, contract, assignment or otherwise.

4. **Licensee Responsibilities**. Licensee shall, during the Term (as defined below):
    a. safeguard the Software and Documentation (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access;
    b. at IPI's direction, take all such steps as IPI may reasonably require to assist IPI in maintaining the validity, enforceability and IPI's ownership of the Intellectual Property Rights in the Software and Documentation;
    c. not undertake any action, including the application, prosecution, registration or enforcement of a trademark, copyright, patent or trade secret that shall in any way preclude IPI from continuing to develop, use or commercialize the Software and Documentation or the functions, methods, routines or algorithms performed in such Software, and nothing shall be construed in this Agreement to impair, preclude or prohibit IPI from doing so;
    d. promptly notify IPI in writing if Licensee becomes aware of: (i) any actual or suspected infringement, misappropriation or other violation of IPI's Intellectual Property Rights in or relating to the Software or Documentation; or (ii) any claim that the Software or Documentation, including any production, use, marketing, sale or other disposition of the Software or Documentation, in whole or in part, infringes, misappropriates or otherwise violates the Intellectual Property Rights or other rights of any person; and

e. fully cooperate with and assist IPI in all reasonable ways in the conduct of any Action by IPI to prevent or abate any actual or threatened infringement, misappropriation or violation of IPI's rights in, and to attempt to resolve any Actions relating to, the Software or Documentation, including having Licensee's employees testify when requested and making available for discovery or trial relevant records, papers, information, samples, specimens and the like.

5. **Feedback**. Licensee hereby grants IPI a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Software (or any other IPI products, applications, or services) any suggestions, enhancement requests, recommendations or other feedback provided by Licensee. Notwithstanding anything to the contrary in this Agreement, IPI (and its affiliates) may use, for any lawful purpose, any information (of a general nature or that has general potential applications) that is retained in the unaided memories of IPI's (or any of its affiliates') employees or contractors.

6. **Licensee Indemnity**. Licensee shall indemnify, defend, and hold harmless IPI and IPI's affiliates, and each of their respective officers, directors, employees, subcontractors, agents, successors and assigns (each, an "**IPI Indemnitee**") from and against any and all Losses incurred by an IPI Indemnitee resulting from any Action by a third party: (a) alleging that any Intellectual Property Rights or other right of any person, or any law, is or will be infringed, misappropriated, or otherwise violated by any: (i) use or combination of the Software by or on behalf of Licensee or any of its Representatives with any hardware, software, system, network, service, or other matter whatsoever that is not provided by IPI; and (ii) information, materials, or technology directly or indirectly provided by Licensee or directed by Licensee to be installed, combined, integrated, or used with, as part of, or in connection with the Software or Documentation; (b) relating to facts that, if true, would constitute a breach by Licensee of any representation, warranty, covenant, restriction, or obligation under this Agreement; (c) relating to negligence, abuse, misapplication, misuse or more culpable act or omission (including recklessness or willful misconduct) by or on behalf of Licensee or any of its Representatives with respect to the Software or Documentation or otherwise in connection with this Agreement; or (d) relating to use of the Software or Documentation by or on behalf of Licensee or any of its Representatives that is outside the purpose, scope or manner of use authorized by this Agreement or the Documentation, or in any manner contrary to IPI's instructions.

7. **Indemnification Procedure**. Licensee may control the defense and settlement of a claim subject to Section 6 provided that it does so diligently and it does not enter into any

settlement that does not include a full release of IPI Indemnitees or that imposes non-monetary obligations on any IPI Indemnitee without IPI's express prior written consent. IPI may participate at its own expense using its own counsel. If Licensee does not assume control over the defense of a claim as provided in this Section 7, IPI may defend the claim in such manner as it may deem appropriate, at the cost and expense of Licensee.

8. **Covenants, Representations and Warranties**.
    a. Subject to the terms of this Agreement, IPI represents and warrants to Licensee that it has the full corporate rights, power and authority to enter into this Agreement and to perform the acts required of it hereunder.
    b. Licensee represents, warrants and as applicable, covenants to IPI that Licensee:
        i. is not a person or entity, or owned or controlled, directly or indirectly, 50% or more in the aggregate, by a person or entity, subject to trade restrictions and/or sanctions imposed or administered by the United States government including but not limited to the Office of Foreign Assets Control (OFAC)'s Specially Designated Nationals List, the Bureau of Industry and Security (BIS) Entity List, and the BIS Denied Persons List;
        ii. is not located or ordinarily resident in a country subject to comprehensive or significant U.S. sanctions, including Cuba, Iran, North Korea, Russia, Venezuela, or the Crimea, Luhansk People's Republic, or Donetsk People's Republic regions of Ukraine;
        iii. will at all times comply with all US and applicable non-US export control and sanctions laws and regulations governing export, re-export, and transfer (in-country) of the Software, including screening to identify US and applicable non-US restrictions on certain countries, persons, and entities and obtaining binding end user statements, certificates and any other required documentation(s) to comply with applicable export control laws and regulations;
        iv. will not sell, export, re-export, retransfer, dispose of, or in any way share the Software with any person or entity on the SDN List, Entity List, Denied Persons List, other restricted parties lists, or persons or entities owned or controlled by the foregoing without authorization from the appropriate governmental entity; and
        v. will comply with all applicable laws, statutes, ordinances, regulations and privacy policy (including such policy published on IPI's website and revised from time to time) relating to Licensee's use of the Software and Documentation.

9. **DISCLAIMER**.

a. THE SOFTWARE, DOCUMENTATION AND ANY SERVICES PROVIDED BY IPI ARE DELIVERED "AS IS," AND IPI MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE OR NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, IPI MAKES NO WARRANTY OF ANY KIND THAT THE SOFTWARE OR DOCUMENTATION, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET LICENSEE'S OR OTHER PERSONS' REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH THE SOFTWARE, SYSTEMS, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE.

b. IPI DOES NOT WARRANT THAT THE SOFTWARE IS ERROR-FREE, WILL BE SUITABLE FOR ANY PURPOSE, OR WILL OPERATE WITHOUT INTERRUPTION, AND NO WARRANTY IS PROVIDED FOR USE OF THE SOFTWARE ON A PLATFORM (HARDWARE AND/OR SOFTWARE) NOT SPECIFIED IN THE APPLICABLE DOCUMENTATION. LICENSEE ASSUMES THE SOLE RESPONSIBILITY FOR DETERMINING THE SUITABILITY OF THE SOFTWARE FOR ITS INTENDED USE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NOTHING HEREIN SHALL BE CONSTRUED AS A REPRESENTATION OR WARRANTY BY IPI THAT THE SOFTWARE DOES NOT OR WILL NOT INFRINGE OR VIOLATE THE INTELLECTUAL PROPERTY RIGHTS OF ANY PERSON.

10. **LIMITATION OF LIABILITY**. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW:

a. EXCEPT FOR (I) A BREACH BY LICENSEE OF SECTION 1 OR SECTION 2, (II) A BREACH OF SECTION 11, AND (III) LICENSEE'S INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, ITS AFFILIATES OR ANY THIRD PARTY, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES (INCLUDING LOST PROFITS, LOST DATA, OR COST OF SUBSTITUTE GOODS OR SERVICES) OR FOR PUNITIVE DAMAGES, ARISING OUT OF THIS AGREEMENT, HOWEVER CAUSED AND WHETHER SUCH DAMAGES ARE BASED IN TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b. IN NO EVENT SHALL IPI'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNTS ACTUALLY RECEIVED BY IPI FROM LICENSEE UNDER

THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO LICENSEE'S CLAIM.

c. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. LICENSEE ACKNOWLEDGES AND AGREES THAT IT SHALL HAVE NO CLAIM AGAINST ANY THIRD PARTY SUPPLIERS OR LICENSORS BY REASON OF THE PERFORMANCE OR NON-PERFORMANCE OF THE SOFTWARE OR RELATED TO THE COMPONENTS SUCH THIRD PARTIES MAY HAVE SUPPLIED FOR THE SOFTWARE.

d. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LICENSEE ASSUMES ALL RISK AND LIABILITY FOR THE RESULTS OBTAINED BY THE USE OF ANY SOFTWARE OR DOCUMENTATION IN THE PRACTICE OF ANY PROCESS, WHETHER IN TERMS OF OPERATING COSTS, GENERAL EFFECTIVENESS, SUCCESS OR FAILURE, AND REGARDLESS OF ANY ORAL OR WRITTEN STATEMENTS MADE BY IPI, BY WAY OF TECHNICAL ADVICE OR OTHERWISE, RELATED TO THE USE OF THE SOFTWARE OR DOCUMENTATION.

11. **Nondisclosure**. Licensee shall not disclose or use any Confidential Information except as expressly permitted under this Agreement. Licensee shall hold all Confidential Information in confidence during the term of this Agreement and for a period of seven (7) years after the termination of this Agreement. Licensee shall take all reasonable steps to ensure that Confidential Information is not disclosed or distributed to third parties who are not subject in writing to the confidentiality obligations of this Section. "**Confidential Information**" shall mean this Agreement, all Software, Documentation, data, drawings, benchmark tests, specifications, trade secrets, and any other proprietary information related to the Software or Documentation, including information supplied to Licensee by IPI and including all items defined as "confidential information" by IPI.

12. **Payment; Maintenance and Support**.

a. Licensee shall pay IPI the amounts described in the Purchase Order(s) (as defined below) issued in accordance with the terms of this Agreement (collectively, "**Fees**"). All Fees are in United States currency and are non-refundable, non-creditable and non-cancellable.

b. Unless otherwise stated in the applicable Purchase Order, all Fees are due and payable by Licensee within thirty (30) days following the date of IPI's invoice. The outstanding balance of any payment not received from Licensee by the due date shall accrue interest at five percent (5%) per month (or, if lower, the maximum rate permitted by applicable law) from the date such payment is due until the date

paid. Licensee shall also pay all costs incurred (including reasonable legal fees) in collecting overdue payments. Licensee shall also reimburse IPI for all costs incurred by IPI in collecting any late payments of amounts due or related interest, including attorneys' fees, court costs, and collection agency fees. In addition to all other remedies available under this Agreement or at law (which IPI does not waive by the exercise of any rights under this Agreement), if Licensee fails to pay any amounts when due under this Agreement or any Purchase Order, IPI may, without liability or penalty, (i) disable Licensee's use of all Software (including by means of a disabling code, technology or device); (ii) withhold, suspend or revoke its grant of a license hereunder; (iii) cease providing the maintenance and support and other services and obligations under this Section 12 or decline to make further deliveries under this Agreement or any Purchase Order until such time as Licensee's payments are current and may thereafter condition performance on receipt of cash, a letter of credit or other security satisfactory to IPI, in its sole discretion; and/or (iv) terminate this Agreement or any Purchase Order in accordance with Section 13(b).

c. All Fees are exclusive of all taxes and similar fees. Licensee shall be responsible for and shall pay in full all applicable sales, use, excise or similar governmental taxes imposed by any federal, state, or local governmental entity in connection with any Fees, exclusive, however, of taxes based on IPI's income, which taxes shall be paid by IPI. If any taxes for which Licensee is responsible hereunder are paid by IPI, Licensee shall promptly reimburse IPI upon Licensee's receipt of proof of payment.

d. Subject to payment of a maintenance and support fee, Licensee shall have the option to purchase from IPI certain maintenance and support services offered by IPI to its licensees for the Software subject to the terms and conditions for such services as described in the terms and conditions provided by IPI, as updated from time to time.

e. In connection with each purchase of Software and/or maintenance and support services, Licensee shall issue a purchase order substantially in the form of Exhibit A (each, a "**Purchase Order**"). In the event of any conflict between the terms of the body of this Agreement and the terms of any Purchase Order, the terms of the body of this Agreement shall control (unless, solely for the purposes of such Purchase Order, such Purchase Order states otherwise with specific reference to the terms in this Agreement to be superseded). As a condition precedent to the effectiveness of this Agreement, Licensee expressly acknowledges and agrees that any Purchase Order issued to IPI under this Agreement shall be fully binding

on, and non-cancellable by, Licensee. Without limitation of the foregoing, any additional, contrary or different terms contained in any Purchase Order or other request or communication by Licensee that deviates from Exhibit A, and any attempt to modify, supersede, supplement or otherwise alter this Agreement, will not modify this Agreement or be binding on the parties unless such terms have been fully approved in a signed writing by authorized representatives of both parties. If Licensee has previously proposed or offered, or subsequently proposes or offers, any terms that add to, vary from, or conflict with the terms herein, such terms are hereby objected to and rejected by IPI in their entirety and Licensee waives the application of such terms. Failure of IPI to object to the provisions in any document sent by Licensee shall not be deemed a waiver of any terms in this Agreement or acceptance of any terms that Licensee may have requested.

f. Third party Open Source Components are aggregated and provided as object code in a separate library which is used with the Software, but is not part of the Software. Open Source Components are provided at no charge and is subject to the license agreements provided with the Open Source Components. Open Source Component licenses are provided with the Open Source Components. IPI will provide a copy of the source code to Open Source Components on the same FTP site as the object code at no charge. IPI will provide support for Open Source Components in the binary version provided by IPI as part of maintenance and support services.

13. **Term and Termination**.

a. The term of this Agreement shall begin when the Software is downloaded by or otherwise accessed by or used by Licensee (the "**Effective Date**") and shall continue in force and effect until terminated as set forth in this Agreement ("**Term**").

b. Either party may terminate this Agreement (or any Purchase Order) upon written notice to the other party if the other party is in breach of this Agreement and either the breach cannot be cured or, if the breach can be cured, it is not cured within thirty (30) days after written notice thereof; provided, that if Licensee fails to pay any amount when due under this Agreement, IPI may terminate this Agreement under this Section 13(b) if such failure is not cured within ten (10) days after written notice thereof.

c. This Agreement (or any Purchase Order) may be terminated by IPI, effective immediately if Licensee: (i) is dissolved or liquidated or takes any corporate action for such purpose; (ii) becomes insolvent or is generally unable to pay its debts as

they become due; (iii) becomes the subject of any voluntary or involuntary bankruptcy proceeding under any domestic or foreign bankruptcy or insolvency law; (iv) makes or seeks to make a general assignment for the benefit of its creditors; (v) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property; or (vi) becomes subject to applicable trade restrictions and/or sanctions, including being named to the SDN List, Entity List, or Denied Parties List.

d. Without limiting IPI's termination rights under this Agreement, IPI may suspend or terminate access to the Software, at its sole option, with or without notice to Licensee if IPI reasonably determines or suspects that (i) Licensee has materially breached the of scope of its license, or (ii) continued access would, or is reasonably likely to, result in a violation of security, applicable law, export control or sanctions laws, or any intellectual property, privacy, property or other rights.

e. On the earlier termination of this Agreement:
    i. all accrued obligations, including all accrued fees and other payments, shall survive any termination, and all amounts payable by Licensee to IPI of any kind are immediately payable and due no later than thirty (30) days after the effective date of such termination; and
    ii. all rights, licenses and authorizations granted to Licensee hereunder will immediately terminate and Licensee will (A) immediately cease all use of and other activities with respect to the Software and Documentation; (B) within thirty (30) days deliver to IPI, or at IPI's written request destroy, and permanently erase from all devices and systems Licensee directly or indirectly controls, the Software and the Documentation and IPI's Confidential Information, including all documents, files, and tangible materials (and any partial and complete copies) containing, reflecting, incorporating, or based on any of the foregoing, whether or not modified or merged into other materials; and (C) certify to IPI in a signed and notarized written instrument that it has complied with the requirements of this Section 13(e)(ii).

f. The provisions set forth in the following Sections, and any other right, obligation or provision under this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Sections 3(a)(ii), 3(a)(iii), 3(b), 5 through 10 (inclusive), 11, 13, 14 (to the extent needed for interpretation of other surviving provisions), and 15.

14. **Definitions**. Unless otherwise specifically provided herein, the following terms shall have the meanings set forth in this Section 14:
    a. "**Action**" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory, or other, whether at law, in equity, or otherwise.
    b. "**Documentation**" means the applicable manuals, specifications and/or other documentation as may be supplied by IPI to Licensee from time to time following the Effective Date related to the Software.
    c. "**Hardware Product**" means hardware product which Licensee owns or has the right to use and for which the Software is designed to operate.
    d. "**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
    e. "**Losses**" means all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.
    f. "**Open Source Components**" means any software component that is subject to any open source license agreement, including any software available under the GNU Affero General Public License (AGPL), GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), Apache License, BSD licenses, or any other license that is approved by the Open Source Initiative.
    g. "**Representatives**" means, with respect to a party, that party's employees, officers, directors, consultants, agents, independent contractors, service providers, sublicensees, subcontractors, and legal advisors.
    h. "**Software**" means the then-current version of OcNOS software, in binary form, made available by IPI for download by Licensee.

15. **General**.
    a. The parties are independent contractors and nothing in this Agreement is intended to create or constitute any partnership, joint venture or other formal business association. Neither party shall have the authority or power to act as the

agent of the other party or otherwise to bind or obligate the other party without its prior written consent.

b. This Agreement may not be modified or amended except by a written instrument signed by both parties. The delay or failure of a party to enforce a provision in respect of any breach shall not be interpreted to be a waiver of that provision or any other provision or its right to enforce such provision or any other provision in respect of any other breach.

c. Licensee hereby grants IPI and its affiliates a limited non-exclusive, fully paid up, non-transferrable license to use Licensee's name, logos, trademarks and service marks on IPI's website and marketing materials for marketing purposes. Except for the foregoing, no license is granted under this Agreement by either party for any use of its name, logos, trademarks, or service marks.

d. Licensee shall not assign or transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of IPI. For the avoidance of doubt, IPI may assign its rights or obligations hereunder to an affiliate or third party without the consent of Licensee, including an assignment of its rights and obligations hereunder in connection with any transaction involving the merger, acquisition or consolidation of IPI or its affiliates or the sale of all or substantially all of its assets without the consent of or notice to Licensee. This Agreement is binding on and inures to the benefit of the parties hereto and their respective successors and permitted assigns. Any purported assignment, delegation, or transfer in violation of this Section 15(d) is void in *ab initio*.

e. This Agreement, including any exhibits, Purchase Order, webpage or Company Agreement referenced herein, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreement, statement, representation or condition, whether oral or written.

f. Each of the Documentation and the software components that constitute the Software is a "commercial product" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Accordingly, if Licensee is an agency of the US Government or any contractor therefor, Licensee only receives those rights with respect to the Software and Documentation as are granted to all other end users under license, in accordance with (i) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (ii) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

g. This Agreement shall be governed by and construed in accordance with the laws of the State of California, notwithstanding any conflict of laws principles. The parties agree that the exclusive venue for any dispute arising under this Agreement shall be in the State Courts of the County of Santa Clara, California and the Federal Courts of the Northern District of California, and the parties hereby consent to the exclusive jurisdiction thereof.

h. Licensee hereby consents to receiving notices and communications from IPI electronically, including notices published on IPI's webpage.

i. The headings in this Agreement are for ease of reference only and shall not otherwise affect the interpretation or application of this Agreement. The words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation". Unless the context otherwise requires, references herein to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

j. IPI shall not be in breach or liable for its delay or failure in performing any obligation under this Agreement to the extent resulting from any events or circumstances beyond IPI's reasonable control, including acts of God, delay or failure in performance by the other party, civil commotion, war, strikes, epidemics, Internet service interruptions or slowdowns, vandalism or "hacker" attacks, acts of terrorism, or governmental actions.

k. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

Exhibit A

Form of Purchase Order

[DATE]

This Purchase Order is incorporated into the OcNOS (Binary) End User License Agreement (the "**Agreement**") between IP Infusion, Inc. ("**IPI**") and [LICENSEE INFORMATION] ("**Licensee**"). Any capitalized terms used but not defined in this Purchase Order have the meanings given to them in the Agreement.

1. **Software**. The Software to be provided under this Purchase Order shall be the following:

    a. [INSERT DESCRIPTION OF SOFTWARE AND QUANTITY]

2. **Fees**. Licensee shall pay IPI [INSERT]

3. **Designated Representative.** Licensee's designated representative(s) who will be responsible for all communications with IPI related to the use of the Software:

    a. [INSERT NAME]