

CLICK USE LICENSE AGREEMENT

BY SELECTING "I ACCEPT", YOU ("YOU" "YOUR" OR "LICENSEE") REPRESENT THAT YOU ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT ("LICENSE AGREEMENT"). YOU ALSO ARE DECLARING THAT YOU ARE AT LEAST 18 YEARS OLD AND HAVE FULL LEGAL CAPACITY TO ENTER INTO THIS LICENSE AGREEMENT. AFTER SELECTING "I ACCEPT", PLEASE PRINT A COPY OF THIS LICENSE AGREEMENT FOR YOUR RECORDS.

If You agree to be bound by the terms and conditions set out below, select "I ACCEPT" on Vision Solutions, Inc.'s its affiliates and subsidiaries, ("Vision") License Agreement screen to indicate Your acceptance of these terms and conditions. If You do not agree with all of the terms and conditions of this License Agreement, You should select "I DO NOT ACCEPT" on Vision's License Agreement screen. By doing so, You are prohibited from using the Software in any way.

All Documents (as defined herein), including this License Agreement, are in English and may be translated to different languages. In the event of any inconsistencies between the English and translated versions of any Document, the English Version shall control. Copies of the English and translated documents can be obtained as follows: (1) from the physical media; (2) downloaded from the Vision Online Support website at http://support.doubletake.com; or (3) by calling Customer Care at the number listed on our Support website.

If You acquire the Software directly from Vision, then You agree to pay Vision the fees specified in the Order (as defined below) received from Vision, subject to the terms indicated below. If You acquire the Software from an authorized Vision reseller, then You agree to pay such reseller the fees indicated in such agent's invoice or other document memorializing pricing and other relevant terms between You and such reseller, but this Agreement shall govern Your right to use such Software. If You are a consumer, as defined under applicable local law, nothing in this Agreement will be interpreted or construed in any manner to exclude, limit or otherwise affect Your statutory rights that cannot be limited or excluded under applicable mandatory local law.

GENERAL TERMS AND CONDITIONS

- 1. PRODUCTS "Software" means (i) the machine-readable object code version of the software that Vision makes available and described in the Order (as defined herein), (ii) the published user manuals and documentation that Vision makes generally available for the Software ("Documentation"), (iii) the related corrections, program temporary fixes, and Software programming changes that Vision may provide to Licensee ("Fixes"), (iv) the related enhancements and updates that Vision may provide to Licensee ("Releases"), (v) the related separatelypriced options and upgrades that Vision may provide to Licensee pursuant to the Order ("Versions"), and (vi) all copies of the foregoing items, as applicable (collectively, "Software"). "Order" means the order confirmation form provided by Vision and/or Vision's invoice or other document memorializing pricing and other relevant terms. The terms of the Order are incorporated herein by this reference. Any pre-printed terms and conditions of any documents used by Licensee or any third party in connections with this License Agreement shall not be binding on Vision and shall not be deemed to modify this License Agreement.
- 2. ACTIVATION The Software may require activation of each license of the Software after installation in order to receive a fully functional product pursuant to the terms herein. Failure to activate each license of the Software You purchased within the required time frame and pursuant to the Documentation will cause the Software to not work or stop functioning. For further details and/or assistance regarding activation, please consult the User's Guide or the Software's online help function. Any attempt to bypass this process or use an illegal code to activate the Software will immediately nullify this License Agreement.
- 3. LICENSE GRANT a) Subject to Licensee's compliance with the terms and conditions set forth herein, and in return for the fees paid by Licensee, Vision hereby grants Licensee a limited, non-transferable (except as stated herein), non-exclusive license to use the Software for the Use Period stated in the Documentation; b) If Licensee's purchase includes multiple instances of Software, usage is restricted to the number of Software licenses specified in the Order; c) If Licensee purchased a Gold Disk Software license, usage is restricted to the number of servers and licenses set forth in Licensee's Order or Gold Disk Agreement; and d) If Licensee receives Software for demonstration, evaluation or testing purposes ("NFR"/"Loaned Software") usage is restricted to a controlled non-production environment. Loaned Software is equipped with a time-out mechanism for a set period of time as designated by Vision and is not eligible for Indemnification.

- 4. DESIGNATED EQUIPMENT "Designated Equipment" means the (i) hardware equipment, processor limits, serial number, model number, and location, (ii) operating system software, (iii) data base software; (iv) the server on which the Software has been activated; and/or (v) application Software specified in the Order. Licensee may use the Software only on the Designated Equipment while it possesses and operates the Designated Equipment. Any transfer of the Software from the Designated Equipment will require Vision's prior written approval, unless otherwise stated in the Documentation.
- 5. USE "Use Code" means (i) an encrypted access code or activation key provided by Vision, (ii) that enables Licensee to use the Software only on the Designated Equipment, and (iii) only for the time period specified herein ("Use Period"). Licensee may use the Software only in and for Licensee's own internal purposes and business operations. Except as stated herein, Licensee will not or permit any other person to use the Software, whether on a time-sharing, hosting, service bureau, or other multiple-user arrangement, including renting, leasing, sublicensing, sell or otherwise transfer outside of Licensee's organizations. Licensee may make a reasonable number of back-up archival copies of the Software. Licensee will reproduce all confidentiality and proprietary notices on each of these copies and maintain an accurate record of the number and location of each copy. Licensee may not otherwise copy, translate, modify, adapt, decompile, disassemble, or reverse engineer the Software, except as and to the extent specifically authorized by applicable law. Additionally, Licensee shall not attempt, directly or indirectly, to discover, disclose, use or transfer any source code or source code documentation or other Information contained in the Software. Nothing in this Agreement will entitle Licensee to receive the source code of the Software, in whole or in part.
- **6. RESTRICTED RIGHTS** The Software is provided to non-DOD agencies with RESTRICTED RIGHTS and its supporting documentation is provided with LIMITED RIGHTS. Use, duplication or disclosure by the government is subject to the restrictions as set forth in subparagraph "C" of the Commercial Computer Software Restricted Rights clause at FAR 52.227-19. In the event that the sale is to a DOD agency, the governments' rights in the Software, supporting Documentation, and technical data are governed by the restrictions in the Technical Data Commercial Items clause at DFARS 252.227-7015 and DFARS 227.7202, or their equivalent, as applicable. Manufacturer is Vision Solutions, Inc., 15300 Barranca Parkway, Irvine, California 92618.

7. PAYMENT You will pay to Vision, or as Vision directs, to its agent, the fees specified in the Order. All Software license fees, Maintenance fees and subsequent term maintenance fees shall be non-refundable and irrevocable. Payment will be made in full without deduction for any import duties, value added, sales, use, or other taxes or similar charges, which shall be borne and paid by You. Upon receipt of full payment, Vision will promptly release the Use Code to You.

8. OPEN SOURCE

- 8.1 The Software may use several open source components ("OSC"). All OSC contained in the Software and their respective end user license agreements are listed in the NOTICE text within the Software. If you want to review the list of OSC prior to accepting this License Agreement, You may email your request to product_management@visionsolutions.com. The OSC shall not be subject to the remaining terms herein but are governed by their respective licenses. There are no warranties provided with respect to the OSC and all warranties or conditions of any kind, whether oral or written, express or implied are hereby disclaimed. Additionally, OSC licenses associated with any OSC used with the Software shall only apply to the OSC and shall not apply, in whole or part, to the remaining Software and in no event shall Licensee have any right to access or obtain the source code for the remaining Software.
- 8.2 The Software may contain certain software licensed under the following license: GNU General Public License ("GPL") or Lesser GNU General Public License ("Open Source Programs"). These Open Source Programs are licensed pursuant to an end user license agreement that permits You to copy, modify, and redistribute the software, in both source code and binary code forms. These end user license agreements can be located at: http://www.qnu.org/licenses/. Nothing in this License Agreement limits Your rights under, or grants You rights that supersede, the terms of any applicable Open Source Programs' end user license agreement.
- 9. LIMITED WARRANTY Vision warrants that for a period of ninety (90) days following shipment of the Software to the original Licensee that the Software will perform substantially in conformance with the published Documentation then in effect. Vision does not warrant that the Software will meet the Licensee's requirements or that the use of the Software will be uninterrupted or error-free. The foregoing warranty does not applyto (i) Software that has been modified or altered by Licensee that is not authorized by Vision; (ii) Software that is otherwise operated in violation of this Agreement or other than in accordance with the published Documentation in effect; or (iii) failures that are caused by other software or hardware products; or (iv) the failure to promptly install a Fix or Release. To the maximum extent permitted under applicable law, as Vision and its supplier's entire liability, and as Licensee's exclusive remedy for any breach of the foregoing warranty, Vision will, at its sole option and expense, promptly repair or replace any medium or Software that fails to meet this limited warranty or, if Vision is unable to repair or replace the medium or the Software, refund to License the applicable license fees paid upon return, if applicable, of the nonconforming Software to Vision. This warranty is void if failure of the Software has resulted from accident, abuse or misapplication.

EXCEPT AS EXPRESSLY STATED IN THIS SECTION, VISION PROVIDES AND LICENSES THE SOFTWARE TO LICENSEE "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR PARTICULAR PURPOSE.

10. INDEMNITY

- 10.1 Vision agrees, at its own expense, to indemnify, defend and hold Licensee harmless from and against any and all damages and costs or, at Vision's option settle, any claim, suit, or proceeding that the then current Software or Documentation used within the scope of this Agreement directly infringes any United States patent or copyright provided that Vision is notified in writing immediately after Licensee receives notice of such claim of infringement and provided Vision has sole control of both the defense of any action on such claim and all negotiations for its settlement and compromise.
- 10.2 In the event that the then current Software is held by a court of competent jurisdiction to constitute an infringement, its use is enjoined, or in the opinion of Vision, the Software is likely to become the subject of such a claim, Vision may at its option (a) procure for Licensee the right to

- continue using such Software; or (b) replace such Software with other equivalent, non-infringing software or modify the Software to make it non-infringing; or (c) terminate this Agreement and provide a credit for such Software in the amount of the License Fees actually paid prorated on a three (3) year, straight-line depreciation basis.
- 10.3 Vision shall have no obligation with respect to any claim based on Licensee's modification of the Software or their combination, operation or use with apparatus, data or programs not furnished by Vision or use of the Software in other than the specified operating environment.
- 10.4 This Section 8 states Vision's entire obligation to Licensee regarding infringement and indemnification.
- To the extent Licensor is required under this Agreement to defend Licensee against claims asserted by third parties, Licensee shall reasonably cooperate in good faith, at Licensor's reasonable expense, in the defense of the claim and Licensor shall select counsel reasonably acceptable to the Oregon Attorney General to defend the claim, and Licensor shall bear all costs of counsel. The Oregon Attorney General's acceptance of counsel may not be unreasonably withheld. Counsel must accept appointment as a Special Assistant Attorney General under ORS Chapter 180 before counsel may act in the name of, or represent the interests of, the State of Oregon, Licensee, its officers, employees or agents. Licensee may elect to assume its own defense with an attorney of its own choice and its own expense at any time Licensee determines important governmental interests are at stake. Licensee will promptly provide notice to Licensor of any claim that may result in an obligation on the part of Licensor to defend. Subject to these limitations, Licensor may defend a claim with counsel of its own choosing, on the condition that no settlement or compromise of any claim may occur without the consent of Licensee, which consent must not be unreasonably withheld
- 11. LIMITATION OF LIABILITY. IN NO EVENT SHALL VISION, ITS SUPPLIERS OR LICENSOR\$, BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE SOFTWARE, THE DOCUMENTATION, OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, COSTS OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR FOR ANY CLAIM OR DEMAND AGAINST LICENSEE BY ANY OTHER PARTY, OR OTHER PECUNIARY LOSS, EVEN IF LICENSOR HAS BEEN ADVISED OF OR KNOWS THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL VISION'S AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS RELATING TO THIS AGREEMENT, THE SOFTWARE OR THE DOCUMENTATION WHETHER IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, EXCEED THE FEES PAID BY THE LICENSEE UNDER THIS AGREEMENT DURING THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY, EXCEPT FOR VISION'S LIABILITY UNDER SECTION 10 HEREIN. LICENSEE ACKNOWLEDGES THAT THE AMOUNTS PAYABLE HEREUNDER ARE BASED IN PART ON THESE LIMITATIONS, AND FURTHER **AGREES** THAT THESE LIMITATIONS SHALL NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
- 12. OWNERSHIP All trademarks, service marks, patents, copyrights, trade secrets, and other proprietary rights in or related to the Software are and will remain the exclusive property of Vision or its licensors, whether or not specifically recognized or perfected under applicable law. Licensee will not take any action that jeopardizes Vision's or its licensors' proprietary rights or acquire any right in the Software, except the limited use rights specified herein. Vision or its licensors will own all rights in any copy, translation, modification, adaptation or derivation of the Software, including any improvement or development thereof. At Vision's request, Licensee will obtain the execution of any instrument that may be appropriate to assign these rights to Vision or its designee or perfect these rights in Vision's or its designee's name.
- 13. CONFIDENTIALITY Each party acknowledges that it may have access to certain confidential information of the other party ("Information").Licensee expressly acknowledges that the Software incorporates confidential and proprietary information of Vision and qualifies as Vision's Information. Each party will take all reasonable precautions necessary to safeguard the confidentiality of the Information of the other party, including (i) those taken by such party to protect its own confidential information, but in no circumstances less than reasonable care and (ii) those the other party may reasonably request from time to time. If an unauthorized use or disclosure of one party's

Information occurs, the disclosing party will immediately notify the other party and take, at its expense, all reasonable steps which may be available to recover the Information and to prevent its subsequent unauthorized use or dissemination. Neither party will allow the removal or defacement of any confidentiality or proprietary notice placed on the Software or any other Information. The placement of copyright notices on these items will not constitute publication or otherwise impair their confidential nature.

Any obligation of Licensee to maintain the confidentiality of Licensor's proprietary information provided to Licensee is conditioned by and subject to Licensee's obligations under the Oregon Public Records Law, Oregon Revised Statutes (ORS) 192.410 to 192.505 which may require disclosure of proprietary information as a "public record" unless exempt under ORS 192.501 or ORS 192.502. Licensor acknowledges that, it and its employees, subcontractors or agents in the course of this Agreement may be exposed to or acquire information that is confidential to Licensee or Licensee's clients. Any information Licensor or its employees or agents receive or acquire relating to Licensee or Licensee's clients in the performance of this Agreement is deemed to be confidential information of Licensee ("Confidential Information"), Licensor shall comply with the Oregon Consumer Identity Theft Protection Act, ORS 646A.600 through 606A.628, to the extent applicable to this Agreement.

- 14. MAINTENANCE "Maintenance" means (i) the Fixes and Releases that Vision generally may make available and (ii) the telephone and online assistance that Vision will provide to You in the event of difficulties in the use of the Software or in the interpretation of results from use ("Support") pursuant to the terms and conditions in the Order and the located Maintenance Agreement http://www.visionsolutions.com/Company/OT-maintenanceagreements.aspx. This Section will not be interpreted to require Vision to (i) develop and release Fixes or Releases or (ii) customize the Fixes or Releases to satisfy Licensee's particular requirements. Vision will provide Maintenance to Licensee as specified in an Order. Upon expiration of the initial maintenance period Licensee may elect to continue to receive Maintenance for additional one year periods ("Renewal Maintenance") by paying Vision the Maintenance fee in advance. Renewal Maintenance fees shall be based upon the previous year's annualized fee subject to an increase. Vision may withhold Maintenance/Support if Licensee materially fails to comply with the terms and conditions of this Agreement the Maintenance Agreement or is delinquent in payment of any Maintenance fee.
- TERMINATION Licensee may terminate this Agreement, without right to refund, by notifying Vision of such termination. Vision may terminate this Agreement, upon reasonable notice and without judicial or administrative resolution, if Licensee or any of Licensee's employees or consultants breach any material term or condition hereof, after a 30-day period to cure. This Agreement will terminate automatically if Licensee becomes insolvent or enters into bankruptcy, suspension of payments, moratorium, reorganization. or any other proceeding that relates to insolvency or protection of creditors' rights. Upon the termination of this Agreement for any reason, all rights granted to Licensee hereunder will cease, and Licensee will promptly (i) purge the Software from the Designated Equipment and all of Licensee's other computer systems, storage media, and other files, (ii) destroy the Software, all copies thereof and any other Information, and (iii) deliver to Vision a letter which certifies that Licensee has complied with these termination obligations. The provisions of Sections 9, 10, 11, 12, 12, 15, 16, 17, 18 and 19 will survive the termination of this Agreement.

- 16. U.S. EXPORT RESTRICTIONS None of the Software or underlying information or technology may be downloaded, exported, or re-exported into any country to which the United States ("U.S.") has embargoed goods, or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the Software, You agree to the foregoing and represents and warrants that it is not a national or resident of, or located in or under the control of, any country subject to such export controls.
- **17. MEDIATION** To the extent permitted under applicable law, any dispute, controversy or claim arising out of or relating to this Agreement will be resolved by mediation. . Nothing in this Section 17 will prevent Vision from seeking relief against Licensee in the local courts of Licensee's country to protect Vision's Information or intellectual property.
- 18. NOTICE Any notices or other communications under this License Agreement shall be in writing and delivered in person, or a national overnight express delivery service or registered or certified mail (postage pre-paid, return receipt requested) and shall be deemed to have been given upon confirmation of Vision's signature. Notices should be sent to the attention of the General Counsel, Vision Solutions, Inc., 15300 Barranca Parkway, Irvine, CA 92618; with a copy to Associate Corporate Counsel mailed to 8470 Allison Pointe Blvd., Suite 300, Indianapolis, IN 46250
- 19. MISCELLANEOUS This Agreement represents the complete agreement between the parties concerning the Software and this license, and supersedes any and all prior agreements or representations. This Agreement may only be amended by a writing executed by both parties. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. This Agreement shall be governed by and construed under Oregon law as if this Agreement had been entered into in between Oregon residents and fully performed within Oregon. Venue shall be in the courts for Marion County Oregon or if in federal court the courts for the District of Oregon.
- 20. This Agreement will be reported to the Oregon Department of Revenue. The Department of Revenue may take any and all actions permitted by law relative to the collection of taxes due to the State of Oregon or a political subdivision, including (i) garnishing the Contractor's compensation under this Contract or (ii) exercising a right of setoff against Contractor's compensation under this Contract for any amounts that may be due and unpaid to the State of Oregon or its political subdivisions for which the Department of Revenue collects debts.

Vision Solutions, Licensor:

By: March Stool

As: General Counsel

Date: 09-06-2017

State of Oregon, Licensee

By: My frelly

Date: