

## END USER LICENSE AGREEMENT

### 1. Parties to the Agreement.

Please read this End User License Agreement (“Agreement”) carefully. This Agreement sets forth the terms and conditions under which Quantum Edge Services, LLC (“Quantum Edge”) grants to you, or the entity on whose behalf you are entering into this Agreement (collectively, “Licensee”), the right to install and use the SBManager Software (described in Exhibit A to this Agreement, including all Updates thereto provided by Quantum Edge from time to time). By clicking “accept” to this Agreement, or by installing or using the SBManager Software, you (or the entity on whose behalf you are entering into this Agreement) (a) consent to be bound by this Agreement, and (b) affirm that you are of legal age and have the legal capacity to enter into this Agreement.

### 2. Grant License.

Subject to the terms and conditions of this Agreement, Quantum Edge hereby grants to Licensee a limited, non-exclusive, non-transferable (except as set forth in Section 15), non-sublicensable license for Licensee to (a) install the SBManager Software, (b) permit authorized users to use the SBManager Software in accordance with this Agreement, and (c) use any documentation related to the SBManager Software that is made available by Quantum Edge to Licensee in connection with this Agreement (“Documentation”), in each case for Licensee’s internal purposes and only during the term of this Agreement. Licensee will only use or permit authorized users to use the SBManager Software at the locations for which a corresponding fee has been paid to Quantum Edge. “Authorized users” means individuals who use the SBManager Software on Licensee’s behalf and for whom Licensee has paid applicable license fees.

### 3. Restrictions.

- a. Except to the extent permitted by applicable law notwithstanding this restriction, Licensee will not (i) alter or modify or attempt to alter or modify the SBManager Software; or (ii) create or attempt to create or permit others to create or attempt to create by reverse engineering or otherwise, the source programs (whether provided or not) or any part thereof from the SBManager Software.
- b. Licensee will not: (i) remove or alter any copyright, trademark, trade name or other proprietary notices, legends, symbols or labels appearing on or in copies of the SBManager Software; (ii) perform, or release to third parties the results of benchmark tests or other comparisons of the SBManager Software; (iii) use the SBManager Software for any unlawful or tortious purpose; or (iv) use the SBManager Software for any

purpose other than in accordance with the terms and conditions of this Agreement.

- c. Licensee will ensure that all authorized users comply with the terms and conditions of this Agreement. Licensee will be responsible for compliance with this Agreement by each authorized user and it will monitor and manage all authorized users in connection with this Agreement.
- d. Licensee must maintain complete records of the number and locations of all copies of the SBManager Software, and furnish such information to Quantum Edge upon request.

### 4. Installation; Updates.

- a. Unless otherwise expressly agreed by the parties, Licensee will be responsible for the installation of the SBManager Software and any Updates.
- b. To the extent that Quantum Edge makes any modification, error correction, bug fix, new release or other updates of the SBManager Software available to Licensee (“Update”), each such Update will be deemed part of the SBManager Software and subject to the terms and conditions of this Agreement. Quantum Edge has no obligation to make any Updates available to Licensee under this Agreement.

### 5. Ownership.

As between Licensor and Customer, Licensor retains all right, title and interest, including, without limitation, all patent rights, copyrights, trademarks and trade secrets and other intellectual property rights, in and to the SBManager Software, including, without limitation, any derivative work of the SBManager Software. Licensee and authorized users may provide suggestions, requests, recommendations and other feedback concerning the SBManager Software or Quantum Edge’s other products or services (“Feedback”). Licensee hereby assigns to Quantum Edge all right, title and interest to the Feedback.

### 6. Non-Disclosure.

- a. The SBManager Software, and any Updates thereto provided by Quantum Edge, contain Quantum Edge’s proprietary information and trade secrets that are provided to Licensee in confidence (“Proprietary Information”). Licensee will not disclose, and will not permit the disclosure of, the Proprietary Information to any third party, and Licensee will maintain the Proprietary Information in secure premises to prevent unauthorized use, disclosure, or copying. Licensee agrees to take reasonable action by instructions, agreement or otherwise with its employees which are permitted access to the Proprietary Information to

ensure against unauthorized use, disclosure or copying thereof. Licensee agrees that its use of the SBManager Software, copies and Updates will be limited to the sites for which the corresponding fee has been paid.

- b. Due to the unique nature of the Proprietary Information, the unauthorized disclosure or use of Proprietary Information or any other breach of any provision of this Section 6 will cause irreparable harm and significant injury to Quantum Edge, the extent of which will be difficult to ascertain and for which there will be no adequate remedy at law. Accordingly, Licensee agrees that Quantum Edge, in addition to any other available remedies, will have the right to seek an immediate injunction and other equitable relief enjoining any breach or threatened breach of this Section 6 without the necessity of posting any bond or other security. Licensee will notify Quantum Edge in writing immediately upon becoming aware of any such breach or threatened breach.

7. Warranty.

Should the SBManager Software fail to perform in a material respect in accordance with the Documentation within the first thirty (30) days after receipt of the SBManager Software by Licensee, Quantum Edge will, at its option, repair or replace SBManager Software, or, upon return of all copies of the SBManager Software and Documentation, refund the license fee associated with the SBManager Software. The foregoing sets forth Licensee's exclusive remedies, and Quantum Edge's exclusive obligations, for breach of the warranty in this Section 7.

8. DISCLAIMER OF IMPLIED WARRANTIES.

THE EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED BY QUANTUM EDGE. QUANTUM EDGE SPECIFICALLY DISCLAIMS, AND LICENSEE WAIVES, ANY OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY WARRANTY ALLEGED TO HAVE ARISEN FROM CUSTOM, USAGE, OR PAST DEALINGS BETWEEN THE PARTIES.

9. Indemnity.

Licensee will defend (at Quantum Edge's option), indemnify and hold Quantum Edge, its officers, directors, employees, agents, consultants and independent contractors ("QE Indemnified Parties") harmless against all loss, liability, damage or cost (including reasonable attorneys' fees) in connection with any claims, actions, demands, suits, or proceedings made or brought against any QE Indemnified Party by a

third party relating to (a) any breach of this Agreement by Licensee; (b) Licensee's use of other than the then-current, unaltered version of the SBManager Software; or (c) any violation of Export Laws by Licensee.

10. Accepting Authority.

Licensee warrants and represents that the person accepting this Agreement on behalf of Licensee is its legally authorized representative and is duly authorized to accept agreements of this type on behalf of Licensee and obligate Licensee to the terms and conditions herein. Any breach of this warranty and representation is a material breach of this Agreement and, in such event, this Agreement and the rights granted to Licensee will terminate automatically.

11. Limitation of Liability.

- a. To the maximum extent allowed by applicable law, Quantum Edge's total liability to Licensee for any and all liabilities arising out of or related to this Agreement from any cause or causes, and regardless of the legal theory, including breach of contract, warranty, negligence, strict liability or statutory liability, will not, in the aggregate, exceed the amounts paid by Licensee to Quantum Edge for the license to the SBManager Software.
- b. To the maximum extent allowed by applicable law, in no event will Quantum Edge be liable for any special, indirect, incidental, consequential, or economic (including, but not limited to lost profits and lost business opportunity) damages, regardless of the legal theory under which such damages are sought, and even Quantum Edge has been advised of the possibility of such damages, arising out of or relating to this Agreement.

12. Term; Termination.

- a. Unless earlier terminated in accordance with this Section 12, this Agreement will continue in effect until Licensee's subscription for the SBManager Software expires or Licensee uninstall the SBManager Software from its systems.
- b. Quantum Edge may terminate this Agreement upon notice to Licensee if Licensee breaches any terms and conditions of this Agreement and fails to cure such breach within fifteen (15) days after receipt of Quantum Edge's written notification thereof.
- c. Upon any expiration or termination of this Agreement for any reason, Licensee will immediately cease all use of, and promptly uninstall from its systems, the SBManager Software. Promptly after any expiration or termination of this Agreement (but in no event more than ten (10) days after such expiration or termination), Licensee will return to Quantum Edge all copies of the

SBManager Software provided by Quantum Edge under this Agreement.

d. The following Sections will survive any expiration or termination of this Agreement: 3, 5, 6, 8, 9, 11, 12.c, 12.d, 13- 20.

13. Governing Law.

This Agreement will in all respects be governed by and be construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict of laws provisions. Any legal suit, action or proceeding arising out of or relating to this Agreement will be commenced in the federal courts or state courts with jurisdiction over Fairfax County, Virginia, and each party hereto irrevocably submits to the exclusive jurisdiction and venue of any such court in any such suit, action or proceeding.

14. Severability.

In the event that any one or more of the provisions contained in this Agreement will, for any reason, be held to be invalid illegal or unenforceable in any respect, then to the maximum extent permitted by law, such invalidity, illegality or unenforceability will not affect any other provision of this Agreement.

15. Assignment.

Licensee may not assign this Agreement, or any rights granted hereunder, without Quantum Edge' prior written consent, and any attempt to assign or transfer the same without said consent will be void. Subject to the above restrictions on assignment, this Agreement will inure to the benefit of and bind the successors and assigns of the parties.

16. Government Approvals.

Licensee will adhere to all applicable laws, regulations, and rules relating to the export of technical data ("Export Laws") and will not export or re-export the SBManager Software to any proscribed country listed in such applicable laws, regulations, and rules unless properly authorized.

17. No Waiver.

No course of dealing, course of performance or failure of either party strictly to enforce any term, right or condition of this Agreement will be construed as a waiver of any other term, right or condition. No waiver or breach of any provision of this Agreement will be construed to be a waiver of any subsequent breach of the same or any other provision.

18. Relationship of the Parties.

This Agreement will not be construed as creating an agency, partnership, joint venture or any other form of association, for tax purposes or otherwise, between the parties, and the parties will at all times be and remain independent contractors. Except as expressly agreed by the parties in writing, neither party will have any right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other party or to bind the other party in any respect whatsoever.

19. Restricted Rights.

If Licensee is an agency or instrumentality of the United States Government, the SBManager Software and the Documentation are "commercial computer software" and "commercial computer software documentation," and, pursuant to FAR 12.212 or DFARS 227.7202, and their successors, as applicable, use reproduction and disclosure of the SBManager Software and the Documentation are governed by the terms of this Agreement.

20. Entire Agreement.

This Agreement contains the entire understanding and agreement of the parties. No prior or contemporaneous statement or representation, whether oral or written, has been relied upon by the parties, except as expressly stated herein. This Agreement will not be modified or amended in any respect, except by a subsequent writing, signed by both parties.

## Exhibit A

SBManager software provides a Graphical User Interface (GUI) eliminating the command line prompt expanding the scalability, automation, and user-friendliness of these devices at the edge. Automated start up and AMI clone/copy capabilities among the available services reduces labor-intensive start up and configuration requirements. A user-friendly interface makes it possible for trained users to easily access and manage Snowballs without the need to deploy advanced IT professionals in the field. Our open architecture management framework simplifies application integration and powers clustering for added advanced compute capabilities. SBManager offers a fully-featured backup and data transfer storage management interface. This with our introduction of Role Based Access Control (RBAC) and user access management adds control around root access for added data security among trusted user groups.