IRON BOW 90 DAY LIMITED WARRANTY, DISCLAIMER OF WARRANTY, AND END USER LICENSE AGREEMENT

BY USING YOUR IRON BOW PRODUCT (THE “PRODUCT”, WHICH TERM INCLUDES BUT IS NOT LIMITED TO HARDWARE, SOFTWARE, COMPONENTS AND/OR ACCESSORIES) PURCHASED FROM IRON BOW, AN AUTHORIZED RETAILER, OR AN AUTHORIZED RESELLER, YOU AGREE TO THIS LIMITED WARRANTY, DISCLAIMER OF WARRANTY AND END USER LICENSE AGREEMENT. BEFORE USING IT, PLEASE READ THIS WARRANTY CAREFULLY. Contact your Reseller, Retailer or Iron Bow for more information or with any questions.

This warranty gives you specific legal rights. You may also have other rights which vary from State to State or Province to Province. Nothing in this Limited Warranty, Disclaimer of Warranty, and End User License Agreement shall prejudice consumer rights granted by applicable mandatory laws.

LIMITED WARRANTY

Hardware. Iron Bow Technologies, LLC, or the Iron Bow Technologies, LLC subsidiary, affiliate, or agent selling the Product ("Iron Bow") warrants that commencing from the date of shipment to Customer (and in case of resale by an Iron Bow reseller, commencing not more than ninety (90) days after original shipment by Iron Bow) (the “Effective Date”), and continuing for a period of the longer of (a) ninety (90) days or (b) the period set forth in the warranty card accompanying the Product (if any) (the “Warranty Term”), the Hardware will be free from defects in material and workmanship under normal use. The date of shipment of a Product by Iron Bow is set forth on the packaging material in which the Product is shipped. This limited warranty extends only to the original user of the Product. Customer's sole and exclusive remedy and the entire liability of Iron Bow and its suppliers under this limited warranty will be, at Iron Bow's or its service center's option (a) Repair of the Hardware within the warranty period according to Iron Bow’s standard repair process, or (b) Shipment of a replacement within the warranty period and according to Iron Bow’s standard replacement process, or (c) A refund of the purchase price if the Hardware is returned to the party supplying it to Customer, freight and insurance prepaid. Iron Bow replacement parts used in Hardware repair or replacement may be new or equivalent to new. Iron Bow's obligations hereunder are conditioned upon the return of affected Hardware in accordance with Iron Bow's or its service center's then-current Return Material Authorization (RMA) procedures.

Warranty Restrictions and Exclusions. The above Hardware warranty and limited software warranty in the End User License Agreement ("Software warranty") do not apply if the Software, Hardware, Product or any other equipment upon which the Software is authorized by Iron Bow or its suppliers or licensors to be used (a) has been altered, except by Iron Bow or its authorized representative, (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Iron Bow, (c) has been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident, or (d) is licensed for beta, evaluation, testing or demonstration purposes. The Software warranty also does not apply to (e) any temporary Software modules, (f) any Software not provided directly by Iron Bow, (g) any Software that Iron Bow expressly provides on an "AS IS" basis, or (h) any Software for which Iron Bow does not receive a license fee.
Iron Bow is not responsible and this warranty does not apply if your Software, Hardware or Product is (a) damaged by use with products not sold or licensed by Iron Bow, (b) opened, modified, or tampered with (including, for example, any attempt to defeat or circumvent any technical limitation or security mechanism, etc.), or its serial number is altered or removed, (c) damaged by any external cause (including, for example, by being dropped, exposed to liquid, used with inadequate ventilation, exposure to freezing or overheating temperatures, etc., or failure to follow instructions in the instruction manual), (d) scratched, dented, etc. or shows other cosmetic damage, or (e) repaired by anyone other than Iron Bow or an Iron Bow authorized warranty and repair service provider.

Iron Bow is not responsible and this warranty does not apply if your Iron Bow Hardware or Product is used with an operating system other than the operating system preinstalled in your Iron Bow Hardware or Product, or any contemporaneous or later version of that operating system. This warranty also does not apply to consumable parts that are designed to diminish over time (i.e. batteries, etc.) unless the failure has occurred due to a defect in materials or workmanship. Iron Bow does not guarantee that your use of the Product will be uninterrupted, timely, secure, or error-free, or that data loss will not occur.

**DISCLAIMER OF WARRANTY**

EXCEPT AS SPECIFIED IN THIS WARRANTY SECTION, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW AND ARE EXPRESSLY DISCLAIMED BY IRON BOW, ITS SUPPLIERS AND LICENSORS. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, THE ABOVE LIMITATION MAY NOT APPLY. THESE WARRANTIES GIVE CUSTOMER SPECIFIC LEGAL RIGHTS, AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. This disclaimer and exclusion shall apply even if the express warranty set forth above fails of its essential purpose.

Disclaimer of Liabilities - Limitation of Liability. NOTWITHSTANDING ANYTHING ELSE IN THE AGREEMENT TO THE CONTRARY, ALL LIABILITY OF IRON BOW, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS COLLECTIVELY, TO CUSTOMER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHERWISE, SHALL NOT EXCEED THE PRICE PAID BY CUSTOMER TO ANY APPROVED SOURCE FOR THE SOFTWARE AND/OR HARDWARE PRODUCT THAT GAVE RISE TO THE CLAIM OR IF THE SOFTWARE AND/OR HARDWARE IS PART OF ANOTHER PRODUCT, THE PRICE PAID FOR SUCH OTHER PRODUCT. THIS LIMITATION OF LIABILITY FOR SOFTWARE AND/OR HARDWARE PRODUCTS IS CUMULATIVE AND NOT PER INCIDENT (I.E. THE EXISTENCE OF TWO OR MORE CLAIMS WILL NOT ENLARGE THIS LIMIT).

Disclaimer of Liabilities - Waiver of Consequential Damages and Other Losses. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL IRON BOW OR ITS SUPPLIERS BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR
WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE SOFTWARE AND/OR HARDWARE OR OTHERWISE AND EVEN IF IRON BOW OR ITS SUPPLIERS OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Because some states or jurisdictions do not allow limitation or exclusion of consequential or incidental damages, the above limitation may not apply to you.

Customer acknowledges and agrees that Iron Bow has set its prices and entered into the 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.

Controlling Law, Jurisdiction. The Agreement and all warranties of the Product(s) (the "Warranties") are controlled by and construed under the laws of the Commonwealth of Virginia, United States of America, notwithstanding any conflicts of law provisions; and the state and federal courts of Virginia shall have exclusive jurisdiction over any claim arising under the Agreement or Warranties.

Notwithstanding the foregoing, either party may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of such party's intellectual property or proprietary rights. If any portion hereof is found to be void or unenforceable, the remaining provisions of the Agreement shall remain in full force and effect. Except as expressly provided herein, the Agreement constitutes the entire agreement between the parties with respect to the Product, the Hardware, the license of the Software and Documentation and supersedes any conflicting or additional terms contained in any Purchase Order or elsewhere, all of which terms are excluded. The Agreement has been written in the English language, and the parties agree that the English version will govern.

END USER LICENSE AGREEMENT

IMPORTANT: PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY. IT IS VERY IMPORTANT TO ENSURE YOU ARE PURCHASING IRON BOW SOFTWARE OR EQUIPMENT FROM AN APPROVED SOURCE AND THAT YOU, OR THE ENTITY YOU REPRESENT (COLLECTIVELY, THE "CUSTOMER") HAVE BEEN REGISTERED AS THE END USER FOR THE PURPOSES OF THIS IRON BOW END USER LICENSE AGREEMENT. IF YOU ARE NOT REGISTERED AS THE END USER YOU HAVE NO LICENSE TO USE THE SOFTWARE AND THE LIMITED WARRANTY IN THIS END USER LICENSE AGREEMENT DOES NOT APPLY. ASSUMING YOU HAVE PURCHASED FROM AN APPROVED SOURCE, DOWNLOADING, INSTALLING OR USING IRON BOW OR IRON BOW-SUPPLIED SOFTWARE CONSTITUTES ACCEPTANCE OF THIS AGREEMENT.

IRON BOW TECHNOLOGIES, LLC OR ITS AFFILIATE LICENSING THE SOFTWARE INSTEAD OF IRON BOW TECHNOLOGIES, LLC ("IRON BOW") IS WILLING TO LICENSE THIS SOFTWARE TO YOU ONLY UPON THE CONDITION THAT YOU PURCHASED THE SOFTWARE FROM AN APPROVED SOURCE AND THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS LIMITED WARRANTY, DISCLAIMER OF WARRANTY, AND END USER LICENSE AGREEMENT PLUS ANY ADDITIONAL TERMS OR LIMITATIONS ON THE LICENSE SET FORTH IN ANY SUPPLEMENTAL LICENSE AGREEMENT ACCOMPANYING THE PRODUCT OR AVAILABLE AT THE TIME OF YOUR ORDER (COLLECTIVELY THE "AGREEMENT"). TO THE EXTENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS END USER LICENSE AGREEMENT AND ANY SUPPLEMENTAL LICENSE AGREEMENT, THE SUPPLEMENTAL LICENSE AGREEMENT SHALL APPLY. BY DOWNLOADING, INSTALLING, OR USING THE SOFTWARE, YOU ARE REPRESENTING THAT YOU PURCHASED THE SOFTWARE FROM AN APPROVED SOURCE AND BINDING YOURSELF TO THE AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THE AGREEMENT, THEN
IRON BOW IS UNWILLING TO LICENSE THE SOFTWARE TO YOU AND (A) YOU MAY NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE, AND (B) YOU MAY RETURN THE SOFTWARE (INCLUDING ANY UNOPENED CD PACKAGE AND ANY WRITTEN MATERIALS) FOR A FULL REFUND, OR, IF THE SOFTWARE AND WRITTEN MATERIALS ARE SUPPLIED AS PART OF ANOTHER PRODUCT, YOU MAY RETURN THE ENTIRE PRODUCT FOR A FULL REFUND. YOUR RIGHT TO RETURN AND REFUND EXPIRES 30 DAYS AFTER PURCHASE FROM AN APPROVED SOURCE, AND APPLIES ONLY IF YOU ARE THE ORIGINAL AND REGISTERED END USER PURCHASER. FOR THE PURPOSES OF THIS END USER LICENSE AGREEMENT, AN "APPROVED SOURCE" MEANS (A) IRON BOW; OR (B) A DISTRIBUTOR OR SYSTEMS INTEGRATOR AUTHORIZED BY IRON BOW TO DISTRIBUTE / SELL IRON BOW EQUIPMENT, SOFTWARE AND SERVICES WITHIN YOUR TERRITORY TO END USERS; OR (C) A RESELLER AUTHORIZED BY IRON BOW OR ANY SUCH DISTRIBUTOR OR SYSTEMS INTEGRATOR IN ACCORDANCE WITH THE TERMS OF THE DISTRIBUTOR'S AGREEMENT WITH IRON BOW TO DISTRIBUTE / SELL THE IRON BOW EQUIPMENT, SOFTWARE AND SERVICES WITHIN YOUR TERRITORY TO END USERS.

THE FOLLOWING TERMS OF THE AGREEMENT GOVERN CUSTOMER'S USE OF THE SOFTWARE (DEFINED BELOW), EXCEPT TO THE EXTENT: (A) THERE IS A SEPARATE SIGNED CONTRACT BETWEEN CUSTOMER AND IRON BOW GOVERNING CUSTOMER'S USE OF THE SOFTWARE, OR (B) THE SOFTWARE INCLUDES A SEPARATE "CLICK-ACCEPT" LICENSE AGREEMENT OR THIRD PARTY LICENSE AGREEMENT AS PART OF THE INSTALLATION OR DOWNLOAD PROCESS GOVERNING CUSTOMER'S USE OF THE SOFTWARE. TO THE EXTENT OF A CONFLICT BETWEEN THE PROVISIONS OF THE FOREGOING DOCUMENTS, THE ORDER OF PRECEDENCE SHALL BE (1) THE SIGNED CONTRACT, (2) THE CLICK-ACCEPT AGREEMENT OR THIRD PARTY LICENSE AGREEMENT, AND (3) THE AGREEMENT. FOR PURPOSES OF THE AGREEMENT, "SOFTWARE" SHALL MEAN COMPUTER PROGRAMS, INCLUDING FIRMWARE AND COMPUTER PROGRAMS EMBEDDED IN IRON BOW EQUIPMENT, AS PROVIDED TO CUSTOMER BY AN APPROVED SOURCE, AND ANY UPGRADES, UPDATES, BUG FIXES OR MODIFIED VERSIONS THERETO (COLLECTIVELY, "UPGRADES"), ANY OF THE SAME WHICH HAS BEEN RELICENSED UNDER THE IRON BOW SOFTWARE TRANSFER AND RE-LICENSING POLICY (AS MAY BE AMENDED BY IRON BOW FROM TIME TO TIME) OR BACKUP COPIES OF ANY OF THE FOREGOING.

License. Conditioned upon compliance with the terms and conditions of the Agreement, Iron Bow grants to Customer a nonexclusive and nontransferable license to use for Customer's internal business purposes the Software and the Documentation for which Customer has paid the required license fees to an Approved Source. "Documentation" means written information (whether contained in user or technical manuals, training materials, specifications or otherwise) pertaining to the Software and made available by an Approved Source with the Software in any manner (including on CD-ROM, or on-line). In order to use the Software, Customer may be required to input a registration number or product authorization key and register Customer's copy of the Software online at Iron Bow's website to obtain the necessary license key or license file.

Customer's license to use the Software shall be limited to, and Customer shall not use the Software in excess of, a single hardware chassis or card or such other limitations as are set forth in the applicable Supplemental License Agreement or in the applicable purchase order which has been accepted by an Approved Source and for which Customer has paid to an Approved Source the required license fee (the "Purchase Order").

Unless otherwise expressly provided in the Documentation or any applicable Supplemental License Agreement, Customer shall use the Software solely as embedded in, for execution on, or (where the applicable Documentation permits installation on non-Iron Bow equipment) for communication with Iron
Bow equipment owned or leased by Customer and used for Customer's internal business purposes. No other licenses are granted by implication, estoppel or otherwise.

For evaluation or beta copies for which Iron Bow does not charge a license fee, the above requirement to pay license fees does not apply.

**General Limitations.** This is a license, not a transfer of title, to the Software and Documentation, and Iron Bow retains ownership of all copies of the Software and Documentation. Customer acknowledges that the Software and Documentation contain trade secrets of Iron Bow or its suppliers or licensors, including but not limited to the specific internal design and structure of individual programs and associated interface information. Except as otherwise expressly provided under the Agreement, Customer shall only use the Software in connection with the use of Iron Bow equipment purchased by the Customer from an Approved Source and Customer shall have no right, and Customer specifically agrees not to:

(i) transfer, assign or sublicense its license rights to any other person or entity (other than in compliance with any Iron Bow relicensing/transfer policy then in force), or use the Software on Iron Bow equipment not purchased by the Customer from an Approved Source or on secondhand Iron Bow equipment, and Customer acknowledges that any attempted transfer, assignment, sublicense or use shall be void;

(ii) make error corrections to or otherwise modify or adapt the Software or create derivative works based upon the Software, or permit third parties to do the same;

(iii) reverse engineer or decompile, decrypt, disassemble or otherwise reduce the Software to human-readable form, except to the extent otherwise expressly permitted under applicable law notwithstanding this restriction or except to the extent that Iron Bow is legally required to permit such specific activity pursuant to any applicable open source license;

(iv) publish any results of benchmark tests run on the Software;

(v) use or permit the Software to be used to perform services for third parties, whether on a service bureau or time sharing basis or otherwise, without the express written authorization of Iron Bow; or

(vi) disclose, provide, or otherwise make available trade secrets contained within the Software and Documentation in any form to any third party without the prior written consent of Iron Bow. Customer shall implement reasonable security measures to protect such trade secrets.

To the extent required by applicable law, and at Customer's written request, Iron Bow shall provide Customer with the interface information needed to achieve interoperability between the Software and another independently created program, on payment of Iron Bow's applicable fee, if any. Customer shall observe strict obligations of confidentiality with respect to such information and shall use such information in compliance with any applicable terms and conditions upon which Iron Bow makes such information available.

**Limited Software Warranty.** Iron Bow warrants that the Software will substantially conform to the applicable Documentation for ninety (90) days following the date the Software is made available to Customer for use. This limited software warranty is limited to errors which can be reproduced by Iron Bow in a hardware and system software environment that was either provided or approved by Iron Bow for use with the Software. Iron Bow is not responsible and this limited software warranty does not apply if the Software is used in violation of the Agreement (including any Supplemental License Agreement).

**Software, Upgrades and Additional Copies.** NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT: (1) CUSTOMER HAS NO LICENSE OR RIGHT TO MAKE OR USE ANY ADDITIONAL COPIES OR UPGRADES UNLESS CUSTOMER, AT THE TIME OF MAKING OR ACQUIRING SUCH COPY OR UPGRADE, ALREADY HOLDS A VALID LICENSE TO THE ORIGINAL SOFTWARE AND HAS PAID THE APPLICABLE FEE TO AN APPROVED SOURCE FOR THE UPGRADE OR ADDITIONAL COPIES; (2) USE OF UPGRADES IS LIMITED TO IRON BOW EQUIPMENT SUPPLIED BY AN APPROVED SOURCE FOR WHICH CUSTOMER IS THE
ORIGINAL END USER PURCHASER OR LESSEE OR OTHERWISE HOLDS A VALID LICENSE TO USE THE SOFTWARE WHICH IS BEING UPGRADED; AND (3) THE MAKING AND USE OF ADDITIONAL COPIES IS LIMITED TO NECESSARY BACKUP PURPOSES ONLY.

Proprietary Notices. Customer agrees to maintain and reproduce all copyright, proprietary, and other notices on all copies, in any form, of the Software in the same form and manner that such copyright and other proprietary notices are included on the Software. Except as expressly authorized in the Agreement, Customer shall not make any copies or duplicates of any Software without the prior written permission of Iron Bow.

Term and Termination. The Agreement and the license granted herein shall remain effective until terminated. Customer may terminate the Agreement and the license at any time by destroying all copies of Software and any Documentation. Customer's rights under the Agreement will terminate immediately without notice from Iron Bow if Customer fails to comply with any provision of the Agreement. Upon termination, Customer shall destroy all copies of Software and Documentation in its possession or control. All confidentiality obligations of Customer, all restrictions and limitations imposed on the Customer under the sections titled "General Limitations," and all limitations and disclaimers of liability and disclaimers and restrictions of warranty shall survive termination of this Agreement. In addition, the provisions of the sections titled "U.S. Government End User Purchasers" and "Controlling Law, Jurisdiction" shall survive termination of the Agreement.

Customer Records. Customer grants to Iron Bow and its independent accountants the right to examine Customer's books, records and accounts related to this Agreement and/or the Products and/or Software which are the subject of this Agreement during Customer's normal business hours to verify compliance with this Agreement. In the event such audit discloses non-compliance with this Agreement, Customer shall promptly pay to Iron Bow the appropriate license fees, plus the reasonable cost of conducting the audit.

Export, Re-Export, Transfer and Use Controls. The Software, Documentation and technology or direct products thereof (hereafter referred to as Software and Technology), supplied by Iron Bow under the Agreement may be subject to export controls under the laws and regulations of the United States (U.S.) and any other applicable countries' laws and regulations. Customer shall comply with such laws and regulations governing export, re-export, import, transfer and use of Iron Bow Software and Technology and will obtain all required U.S. and local authorizations, permits, or licenses. Iron Bow and Customer each agree to provide the other information, support documents, and assistance as may reasonably be required by the other in connection with securing authorizations or licenses.

U.S. Government End User Purchasers. The Software and Documentation qualify as "commercial items," as that term is defined at Federal Acquisition Regulation ("FAR") (48 C.F.R.) 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212. Consistent with FAR 12.212 and DoD FAR Supp. 227.7202-1 through 227.7202-4, and notwithstanding any other FAR or other contractual clause to the contrary in any agreement into which the Agreement may be incorporated, Customer may provide to Government end user or, if the Agreement is direct, Government end user will acquire, the Software and Documentation with only those rights set forth in the Agreement. Use of either the Software or Documentation or both constitutes agreement by the Government that the Software and Documentation are "commercial computer software" and "commercial computer software documentation," and constitutes acceptance of the rights and restrictions herein.

Identified Components; Additional Terms. The Software may contain or be delivered with one or more components, which may include third-party components, identified by Iron Bow in the Documentation, readme.txt file, third-party click-accept or elsewhere (e.g. on Iron Bow's website) (the "Identified Component(s)") as being subject to different license agreement terms, disclaimers of warranties, limited
warranties or other terms and conditions (collectively, "Additional Terms") than those set forth herein. You agree to the applicable Additional Terms for any such Identified Component(s)."