AIRVINE SCIENTIFIC, INC.

VineOS Software License

This agreement sets forth the terms and conditions under which Airvine Scientific, Inc. ("Airvine") is willing to grant the entity identified on the Order ("Licensee") access to the Software. In consideration of the covenants and conditions set forth herein, each of Airvine and the Licensee agree as follows:

PLEASE READ THIS SOFTWARE LICENSE CAREFULLY. IF A USER ACCEPTS THIS LICENSE, OR DOWNLOADS, USES OR INSTALLS THE SOFTWARE, AS AN EMPLOYEE OF, OR AS AN AGENT OR CONTRACTOR FOR THE BENEFIT OF, A COMPANY, THAT COMPANY SHALL BE DEEMED THE LICENSEE AND THE USER REPRESENTS THAT IT HAS THE POWER AND AUTHORITY TO ACCEPT THIS AGREEMENT ON BEHALF OF THE COMPANY. BY DOWNLOADING, INSTALLING AND/OR USING THE SOFTWARE, LICENSEE ACKNOWLEDGES THAT IT HAS READ THIS LICENSE AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. IF LICENSEE DOES NOT AGREE TO THE TERMS AND CONDITIONS OF THIS LICENSE, AIRVINE IS UNWILLING TO LICENSE THE SOFTWARE. IN THAT EVENT, LICENSEE MAY NOT DOWNLOAD, USE OR INSTALL THE SOFTWARE AND SHALL BE GIVEN A FULL REFUND OF ANY LICENSE FEES ACTUALLY PAID FOR THE SOFTWARE.

1) Definitions

- "Licensee Data" means all data collected by the Software (other than authentication keys and related data used by Airvine to authorize Licensee's use of the Software).
- "**Documentation**" means the published technical manuals, including any updates thereto, relating to the use of the Software made generally available by Airvine.
- **"Evaluation Term"** means the limited period of time following Licensee's initial download of the Software during which Licensee is permitted to use the Software without placing an Order; provided, that the Evaluation Term is subject to early termination as provided in this agreement.
- "**Software**" means a copy of a machine executable version of a Airvine software product that Airvine makes available to Licensee for download onto equipment owned or controlled by Licensee, and any error corrections, updates or upgrades of such software product that Airvine makes available to Licensee.
- "Order" means one or more ordering documents or transactional records in the form required by Airvine from Licensee (or a Airvine Channel Partner for the benefit of Licensee) to activate the Software or increase the Authorized Device Limit.
- "Airvine Channel Partner" means an entity authorized by Airvine to sell/supply licenses to Software.
- "Service Term" means the period of time for which access to the Software is authorized, as set forth in the applicable Order.

2) Software

- a) Trial Evaluation and License. Upon Licensee's request for a trial period to evaluate the Software, Airvine will provide Licensee with instructions to download and use the Software, solely for evaluation and demonstration purposes and contingent upon Licensee's acceptance of the terms of this Agreement. Upon Licensee initially accessing the Software, the Evaluation Term shall commence. If an Order has not yet been placed by or for Licensee, Airvine will make the Software available to Licensee solely for download and evaluation upon Licensee's acceptance of the terms of this agreement. Upon download, the Evaluation Term shall commence. Subject to Licensee's compliance with the terms of the agreement and any applicable Documentation, Airvine hereby grants to Licensee during the Evaluation Term a personal, limited, non-exclusive, non-transferable, non-sublicenseable right to download and use the Software for its internal non-commercial evaluation purposes only; provided, that upon termination or expiration of the Evaluation Term (whichever occurs sooner), such license shall automatically terminate. Licensee understands and accepts that during the Evaluation Term, the Software may have limited functionality as well as features that are restricted.
- b) Software Activation and License. At any time during, upon or following expiration of the Evaluation Term, Licensee may submit an Order to activate the Software and initiate a Service Term; provided, that if Airvine has terminated the Evaluation Term or this agreement for cause then Licensee shall not be eligible to submit an Order or otherwise continue using the Software. During the Service Term, subject to Licensee's compliance with the terms and conditions of this agreement, including the payment of any applicable subscription license fees, Airvine grants Licensee a non-exclusive, non-transferable, non-sublicenseable right to access and use the Software in accordance with the Documentation and any limitations or restrictions set forth in the applicable Order or trial request. Only the employees, contractors and agents of Licensee acting on Licensee's behalf may exercise the licensee granted to Licensee in this paragraph. Licensee is solely responsible for acquiring, separately from this agreement, any wireless client endpoints or other devices for use in conjunction with its use of the Software.
- c) Scope of Use. Licenses to the Software may limit: (a) the number of users; or (b) the number of wireless client end-points or devices, that may be supported by the Software depending on the part number requested in the Order (the "Scope of Use"). When so licensed, each part number and/or the description of the part number stated in the Order will specify the applicable Scope of Use. At no time may Licensee use the Software in a manner that could, directly or indirectly, through one or more controllers, gateways or other devices, manage, collect data from, or otherwise interact with more users or wireless client end-points than authorized by the Scope of Use. If Licensee wishes to exceed the Scope of Use, Licensee may place an Order to increase the Scope of Use. Upon written acceptance by Airvine or its Airvine Channel Partner, Licensee may then use the Software in accordance with the new Scope of Use.
- d) Additional Instances. Licensee may copy the Software to create additional instances on additional physical or virtual servers and all such copies shall be subject to the terms of paragraph (a) of this section. Licensee may submit an Order to activate such instances of the Software pursuant to paragraph (b) of this section.
- e) Software Operations. Licenses to access and use the Software are personal to Licensee, and Licensee shall be responsible for the interaction with any instance of the Software made available to Licensee, including but not limited to the management of all

Licensee Data stored by or accessed through the Software. Neither Airvine nor any third party is authorized by Airvine to access Licensee's operation of the Software, including Licensee Data, unless authorized by Licensee. However, Airvine and such third party service providers will comply with any lawful process served upon them.

- i) Licensee Data. As between Licensee and Airvine, Licensee retains sole ownership in the Licensee Data. Any functionality in the Software that allows for the collection, storage, access or use of Licensee Data is provided solely for Licensee's benefit. Licensee hereby grants to Airvine a limited, non-exclusive, non-transferable, royalty-free license to reproduce, translate, encode and use Licensee Data for the purpose of providing and improving the Software and to fulfill Airvine' obligations under this agreement. Licensee is solely responsible for and represents and warrants that it has provided all notices and obtained all consents necessary to permit Airvine to lawfully collect, store, access and use Licensee Data in accordance with the terms herein.
- ii) Security Breaches. Airvine takes reasonable steps in light of industry practices to help secure the Software and any Licensee Data from unauthorized access. However, despite these steps, no method of security is 100% secure, and Licensee acknowledges that unauthorized access may occur. Airvine will promptly communicate to Licensee any unauthorized access to Licensee Data, of which Airvine is actually aware, as soon as reasonably practical upon Airvine's confirmation of the access. As the owner of the Licensee Data, Licensee shall be solely responsible for any further communication or announcement regarding any unauthorized access to Licensee Data to any individuals or other entities to which the Licensee Data pertains or relates in compliance with all applicable laws.
- f) Restrictions. Licensee will not, and will not permit any third party to (a) modify, copy, or otherwise reproduce the Software in whole or in part; (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code form or structure of the code used in the Software; (c) provide, lease or lend the Software to any third party except as expressly authorized hereunder; (d) remove any proprietary notices or labels displayed on the Software; (e) modify or create a derivative work of any part of the Software; (f) use the Software for any unlawful purpose; (g) interfere with or disrupt the integrity or performance of the Software or third-party data contained therein, (h) attempt to gain unauthorized access to or breach the security mechanisms of the Software or its related systems or networks, (i) permit direct or indirect access to or use of any Software in a way that circumvents the Scope of Use or (j) use the Software in order to build a competitive product or service; or (h) disclose the results of any benchmarking of the Software (whether or not the results were obtained with assistance from Airvine) to any third party. The Software is not to be used in connection with any high risk, mission critical or strict liability activity (including, without limitation, air or space travel, power plant operation, life support or medical operations). Any such use by Licensee is solely at Licensee's risk. TO THE MAXIMUM EXTENT ALLOWED BY LAW, LICENSEE SHALL INDEMNIFY AIRVINE FROM ANY LIABILITY ARISING OUT OF OR RELATED TO LICENSEE'S USE OF THE SOFTWARE IN CONTRAVENTION OF THE SCOPE OF USE OR THE TERMS OF THIS AGREEMENT.

g) Proprietary Rights. Airvine, or its suppliers, owns all rights, title and interests in the Software. No transfer of ownership will occur under this agreement. All rights not expressly granted to Licensee are reserved by Airvine.

3) Fees & Payment

- a) Fees for Direct Airvine and Airvine Channel Partner Purchases. In the event that Licensee is purchasing the Software licenses from a Airvine Channel Partner, then the payment terms shall be exclusively as defined between such Airvine Channel Partner and Licensee. In the event that Licensee is purchasing access to the Software directly from Airvine, then Licensee shall pay the fees stated in the Order within thirty (30) days of the date of the applicable Airvine invoice. All payment obligations, including for the length of a Service Term or fees relating to Scope of Use, are non-cancelable and nonrefundable. Licensee acknowledges that a failure to pay the applicable fees (either to Airvine directly or to a Airvine Channel Partner) may result in Airvine suspending Licensee's access to the Software, without prejudicing the rights of any party for remedies of a breach of contractual obligations. Delinquent invoices are also subject to interest of 1.0% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. All fees owed by Licensee in connection with this agreement are exclusive of, and Licensee shall pay, all sales, use, excise and other taxes that may be levied upon Licensee in connection with this agreement, except for employment taxes and taxes based on Airvine' net income.
- b) Audit. Airvine may audit Licensee's use of the Software upon reasonable notice. If an audit reveals that Licensee has underpaid fees based on the Scope of Use and its use of the Software, Licensee shall be invoiced for such fees. The audit shall be at Airvine's expense unless fees were underpaid by 5% or more, in which case Licensee shall pay all reasonable expenses associated with the audit. Licensee agrees to retain all relevant business records to justify compliance with this agreement for a period of one (1) year from the date of any expiration or termination.
- **4) Support and Services.** Technical support services during the Service Term are included in the license fees for the Software (as set forth in an Order) and shall be provided in accordance with the Technical Support Information Guide made available by Airvine with the Software. Any additional services, including consulting or training, shall be provided on an as-quoted basis and subject to a separate Order.

5) Term & Termination

- a) Term. This agreement commences as of the date the parties execute the initial Order and continues until the end of the Evaluation Term or Service Term as applicable, unless otherwise terminated earlier as provided for in this agreement. Upon expiration of a Service Term, the Service Term will automatically renew for an additional period equal in duration to the expiring Service Term or 12 months, whichever is shorter (each a renewal Service Term), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant Service Term. Any Service Term renewal shall be subject to the pricing then in effect; provided, that if Airvine provides written notice of a pricing increase at least 60 days before the end of the prior Service Term, then such pricing increase will be effective upon renewal and thereafter.
- b) Termination for Cause. Either party may terminate this agreement and any licenses granted hereunder (a) for cause upon thirty (30) days written notice to the other party of a material breach of this agreement if such breach remains uncured at the expiration of

such period or (b) either party ceases to do business as an operating concern or (c) Licensee becomes financially insolvent, makes an assignment for the benefit of creditors, or files for bankruptcy which is not dismissed within sixty (60) days following the filing.

c) Effect of Termination. Termination will not relieve Licensee of the obligation to pay any fees due or payable to Airvine (or a Airvine Channel Partner, as applicable) prior to the effective date of termination, including any other fees or payments that Licensee has committed to under this agreement. All rights granted hereunder shall immediately terminate and Licensee shall return or destroy all Software in its possession no less than thirty days from the termination date. The provisions of this agreement that by their nature extend beyond the expiration or other termination of this agreement will survive and remain in effect until all obligations are satisfied.

6) Warranties

- a) Warranty. During the ninety (90) day period following Licensee's activation of the Software, Airvine warrants that when the Software is used in accordance with the Documentation and in unmodified form, the Software will operate in all material respects substantially as set forth in the Documentation. If the Software fails to so operate, Airvine's only obligation and Licensee's exclusive remedy shall be for Airvine to, at its option, (a) provide an error correction or update to the Software to remedy the failure; or (b) terminate the applicable Software license and provide a refund of fees paid by Licensee for the Software. This warranty and the remedies offered are applicable only if: (i) the failure is reasonably reproducible by Airvine; (ii) Licensee reports the failure with reasonable specificity in writing within thirty (30) days from its occurrence; and (iii) Licensee provides Airvine with reasonable assistance in the diagnosis and remedy of the failure.
- b) DISCLAIMER OF ALL OTHER WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN SECTIONS 4 AND 6(a), AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE AND DOCUMETATION ARE PROVIDED "AS IS" AND "AS AVAILABLE", AND AIRVINE AND ITS SUPPLIERS MAKE NO OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. AIRVINE DOES NOT WARRANT THAT THE SERVICE MEETS LICENSEE'S REQUIREMENTS OR THAT USE OF THE SERVICE WILL BE SERCURE, UNINTERRUPTED OR ERROR-FREE. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO LICENSEE. THESE WARRANTIES GIVE LICENSEE SPECIFIC LEGAL RIGHTS AND LICENSEE MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE OR JURISDICTION TO JURISDICTION.
- 7) Intellectual Property Infringement. Airvine agrees to defend Licensee and pay any damages finally awarded or, at its option settle and pay any settlement agreed to by Airvine, with respect to any claim made or brought against Licensee by an entity unaffiliated with Licensee alleging that Licensee's use of the unaltered Software infringes or misappropriates any patent, copyright or trademark of such entity, provided that Licensee (a) provides prompt written notice of such claim to Airvine, (b) grants Airvine the sole right to control and defend such claim,

and (c) provides Airvine, at Airvine's expense, with all information and assistance reasonably requested by Airvine in the defense of such claim. In the event of such a claim or threatened claim, Airvine may, at its option, (i) provide Licensee with revised Software that is substantially equivalent to the accused Software in functionality in material respects but is noninfringing, (ii) obtain the right for Licensee to continue using the Software, or (iii) terminate this agreement upon 30 days' notice and refund any license fees previously paid for the Software that is the subject of a claim on a pro-rata basis over a five (5) year period. Notwithstanding the foregoing, Airvine shall have no obligation or liability with respect to (a) use of other than the current version of the Software, if the infringement would be avoided by use of the current version, (b) use of the Software in combination with any materials not provided by Airvine, if the infringement would be avoided by use of the Software without such combination, (c) any alleged patent infringement related to the implementation of a standard; (d) any modification of the Software by any party other than Airvine, (e) any open source code contained within the Software, (f) damages based on the value of product, services or business methods not provided by or performed by Airvine, (g) any use of the Software outside the scope of the license or (h) any use of the Software after Airvine has terminated the license as set forth above. THIS PARAGRAPH REPRESENTS THE SOLE AND EXCLUSIVE LIABILITY OF AIRVINE AND THE EXCLUSIVE REMEDY OF LICENSEE FOR INFRINGEMENT OR MISAPPROPRIATION OF THIRD PARTY RIGHTS.

8) Limitation of Liability. AIRVINE AND ITS SUPPLIERS SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, ANY LOSS OF PROFITS, DATA OR REVENUES, OR THE COSTS OF REPLACEMENT OR SUBSTITUTE PRODUCTS, ARISING FROM THE PURCHASE, USE OR INABILITY TO USE THE SOFTWARE, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), EVEN IF AIRVINE HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. AIRVINE'S TOTAL AGGREGATE LIABILITY FOR DAMAGES OF ANY NATURE, REGARDLESS OF THE FORM OF ACTION, IS LIMITED TO THE PURCHASE PRICE PAID BY THE LICENSEE FOR THE SOFTWARE UPON WHICH LIABILITY IS BASED.

9) General Provisions

- a) Governing Law; Venue. The laws of the State of California, excluding its conflict of laws provisions, will govern the validity, construction and interpretation of this agreement. The parties consent to the exclusive jurisdiction and venue of the state courts located in Santa Clara County, California, and, if applicable, the federal courts for the Northern District of California, for any action arising hereunder.
- b) Compliance with Laws and Export Requirements. Licensee must not collect, obtain or store any information in the course of its evaluation or use of the Software except in compliance with all applicable laws. Licensee shall comply with all applicable export control laws in connection with the Software. Specifically, if the Software is being delivered to Licensee outside of the United States, Licensee understands that the commodities, technology or software comprising the Software are exported from the United States in accordance with the Export Administration Regulations. Licensee agrees to export, re-export or import Software only in compliance with applicable exportand import regulations and controls. As such, in accordance with U.S. law, these commodities, technology and software may not be exported or reexported. Diversion contrary to U.S. law is prohibited.

c) Miscellaneous. Notices will be deemed given on the day actually received by the party to whom the notice is addressed. The relationship of Airvine and Licensee is that of independent contractors. Neither party has any authority to act on behalf of the other party or to bind it, and in no event will the parties be construed to be partners, employeremployee or agents of each other. Headings in this agreement are for reference purposes only and will not affect the interpretation or meaning of this agreement. If any provision of this agreement is held by an arbitrator or a court of competent jurisdiction to be contrary to law, then the remaining provisions of this agreement will remain in full force and effect. No delay or omission by either party to exercise any right or power it has under this agreement will be construed as a waiver of such right or power. A waiver by either party of any breach by the other party will not be construed to be a waiver of any succeeding breach or any other covenant by the other party. All waivers must be in writing and signed by the party waiving its rights. This agreement may not be assigned by Licensee by operation of law or otherwise, without the prior written consent of Airvine, which consent will not be unreasonably withheld. This agreement may be executed simultaneously in any number of counterparts, each of which will be deemed an original, but all of which together constitute one and the same agreement. The parties agree that electronic signatures are valid signatures for enforcement of this agreement. This agreement constitutes the entire agreement between Airvine and Licensee with respect to the subject matter hereof. This agreement supersedes all prior negotiations, agreements and undertakings between the parties with respect to such subject matter. As a matter of clarity, the preceding two sentences do not affect either party's obligations regarding confidential information under any other agreement between the parties. No modification of this agreement will be effective unless contained in writing and signed by an authorized representative of each party. Notwithstanding applicable law, electronic communications will not be deemed signed writings. Any additional orders for licenses hereunder shall be governed by the terms of this agreement. No term or condition contained in Licensee's purchase order or similar document will apply unless specifically agreed to by Airvine in writing, even if Airvine has accepted the order set forth in such purchase order, and all such terms or conditions are otherwise hereby expressly rejected by Airvine. In the event of a conflict between this agreement and any other applicable agreement, this agreement shall govern.