



SEANODE END USER LICENSE AGREEMENT

IMPORTANT - PLEASE READ CAREFULLY:

This **End User License Agreement ("Agreement")** constitutes a valid and binding agreement between Seanode (together with its affiliates, successors and assigns "SEANODE") and you (end-user) for the use of the SEANODE Software, as the term is defined below. You must enter into this agreement in order to request and use SEANODE's Product.

BY ACTIVATING AND USING THE SEANODE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, THE USE OF SEANODE SOFTWARE BECOMES INACCESSIBLE AND INVALID.

1. License Grant

Subject to the terms of this Agreement, SEANODE hereby grants you a limited, exclusive, non-sublicensable, non-assignable license to request and use a single copy of the SEANODE Platform, including any online or enclosed documentation, data distributed to your computer for processing and any future programming fixes, updates and upgrades provided to you (collectively, the "SEANODE Software"), onto a network server or computer workstation for your sole use to access, interact with and utilize the SEANODE Software, including the content and features contained therein. This license may not be shared, transferred to or used concurrently on different servers or workstations.

2. License Restrictions

(a) Notwithstanding anything to the contrary, you may not: (i) remove any proprietary notices from the SEANODE Software or any copy thereof; (ii) cause, permit or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling or disassembling or hacking of the SEANODE Software; (iii) sell, assign, rent, lease, act as a service bureau, or grant rights in the SEANODE Software, including, without limitation, through sublicense, to any other entity without the prior written consent of SEANODE; (iv) export or re-export the SEANODE Software in violation of The Netherlands license laws; (v) use the SEANODE Software for any commercial purpose or the benefit of any third party or charge any person for the use of the SEANODE Software; or (vi) use the SEANODE Software to, or in any way that would violate any applicable law, regulation or ordinance; (vii) collect any information or communication about the users of the SEANODE Software by monitoring, interdicting or intercepting any process of the SEANODE Software; and (viii) use any type of bot, spider virus, clock, timer, counter, worm, software lock, drop dead device, packet-sniffer, Trojan-horse routing, trap door, time bomb or any other codes or instructions that are designed to be used

to provide a means of surreptitious or unauthorized access or that are designed to distort, delete, damage or disassemble the SEANODE Software. Furthermore, you may not use the SEANODE Software to develop, generate, transmit or store information that: (A) infringes any third party's intellectual property or other proprietary right; (B) is defamatory, harmful, abusive, obscene or hateful; (C) in any way obstructs or otherwise interferes with the normal performance of another person's use of the SEANODE Software, (D) performs any unsolicited commercial communication not permitted by applicable law; (E) is harassment or a violation of privacy or threatens other people or groups of people; and (F) impersonates any other person, or steals or assumes any person's identity (whether a real identity or online nickname or alias).

(b) The SEANODE Software contains confidential and trade secret information owned or licensed by SEANODE, and you agree to take reasonable steps at all times to protect and maintain the confidentiality of such information.

(c) The SEANODE Software may be incorporated into, and may incorporate, technology, software and services owned and controlled by third parties. Use of such third-party software or services is subject to the terms and conditions of the applicable third party license agreements, and you agree to look solely to the applicable third party and not to SEANODE to enforce any of your rights. All modifications or enhancements to the SEANODE Software remain the sole property of SEANODE. SEANODE reserves the right to add additional features or functions to the SEANODE Software. When accessed on your computer, the SEANODE Software periodically communicates with SEANODE servers. You acknowledge and agree that SEANODE has no obligation to make available to you any subsequent versions of its software applications.

3. Permission to Utilize

In order to receive the benefits provided by the SEANODE Software, you hereby grant permission for the SEANODE Software to utilize the processor and bandwidth of your computer for the limited purpose of facilitating the communication between other SEANODE Software users. You understand that the SEANODE Software will protect the privacy and integrity of your computer resources and communication and ensure the unobtrusive utilization of your computer resources to the greatest extent possible.

4. Proprietary Rights

The SEANODE Software contains proprietary and confidential information of SEANODE, including copyrights, trade secrets and trademarks contained therein, which are protected by international copyright laws and by the governing laws of European Union. Title to and ownership of the SEANODE Software, including without limitation all intellectual property rights therein and thereto, are and shall remain the exclusive property of SEANODE and its suppliers, and except for the limited license granted to you, SEANODE reserves all right, title and interest

in and to the SEANODE Software. You shall not take any action to jeopardize, limit or interfere with SEANODE' ownership of and rights with respect to the SEANODE Software. You acknowledge that any unauthorized copying or unauthorized use of the SEANODE Software is a violation of this Agreement and copyright laws and is strictly prohibited.

5. Terms and Termination.

(a) This Agreement will be effective as of the date you accept this Agreement, thereby expressly agreeing to the terms and conditions set forth herein, and will remain effective until terminated by either party as set forth below.

(b) You may terminate this Agreement at any time provided you cease all use of the SEANODE Software

AND destroy or remove from all hard drives, networks, and other storage media all copies of the SEANODE Software in your possession. SEANODE may terminate this Agreement if you do not comply with the terms and conditions of this agreement by providing notice to you and/or preventing your access to the SEANODE Software.

(c) Upon termination of this Agreement for any reason (i) all licenses and rights to use the SEANODE Software for future use shall terminate and you must remove the SEANODE Software from your computer equipment and dispose of all originals and copies of the SEANODE Software in your possession, and (ii) Sections 2, 4, 5(b), and 7 through 13 shall survive such termination.

7. Your Representations and Warranties

(a) You represent and warrant that (i) you possess the legal right and ability to enter into this Agreement and to comply with its terms, (ii) you will use the SEANODE Software for lawful purposes only and in accordance with this Agreement and all applicable laws, regulations and policies, (iii) you will not attempt to decompile, reverse engineer or hack the SEANODE Software to defeat or overcome any encryption and/or other technical protection methods implemented by SEANODE with respect to the SEANODE Software and/or data transmitted, processed or stored by SEANODE or other users of the SEANODE Software, (iv) you will not take any steps to interfere with or in any manner compromise any of SEANODE' security measures, any other individual's or entity's computer on the Network and/or otherwise sharing Services, (v) you will always provide and maintain true, accurate, current and complete information as requested by SEANODE, and (vi) you will only use the SEANODE Software on a computer on which such use is authorized by the computer's owner.

(b) You agree that you will not use any automatic or manual device or process to interfere or attempt to interfere with the proper working of the SEANODE Software, except to remove

the SEANODE Software from a computer of which you are an owner or authorized user in a manner permitted by this Agreement. You may not violate or attempt to violate the security of the SEANODE Software. SEANODE reserves the right to investigate occurrences which may involve such violations, and may involve, and cooperate with, law enforcement authorities in prosecuting users who have participated in such violations.

(c) If SEANODE has reasonable grounds to suspect that your representations, warranties or promises are inaccurate or breached, SEANODE may terminate this license, deny any or all use of the SEANODE Software, and pursue any appropriate legal remedies.

8. Indemnity

You agree to indemnify, hold harmless and defend SEANODE and its affiliates, parent companies, subsidiaries, officers, directors, employees, agents and network service providers at your expense, against any and all third-party claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs and expenses (including, without limitation, reasonable attorneys' fees and other dispute resolution expenses) incurred by SEANODE arising out of or relating to your (a) violation or breach of any term of this Agreement or any policy or guidelines referenced herein, or (b) use or misuse of the SEANODE Software.

9. Disclaimer of Warranties

(a) THE SEANODE SOFTWARE IS PROVIDED "AS IS" AND THERE ARE NO WARRANTIES, CLAIMS OR REPRESENTATIONS MADE BY SEANODE, EITHER EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE SEANODE SOFTWARE, INCLUDING WARRANTIES OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, NOR ARE THERE ANY WARRANTIES CREATED BY COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE. SEANODE FURTHER DOES NOT REPRESENT OR WARRANT THAT THE SEANODE SOFTWARE WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE, ERROR-FREE, OR WILL OPERATE WITHOUT PACKET LOSS, NOR DOES SEANODE WARRANT ANY CONNECTION TO OR TRANSMISSION FROM THE INTERNET.

(b) YOU ACKNOWLEDGE THAT THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SEANODE SOFTWARE REMAINS WITH YOU TO THE MAXIMUM EXTENT PERMITTED BY LAW.

(c) THE SEANODE SOFTWARE IS UTILIZED AND DISTRIBUTED BY THIRD PARTIES WHICH ARE UNRELATED TO SEANODE. YOU ACKNOWLEDGE THAT INSTALLATION OF THE SEANODE SOFTWARE WILL ALLOW THIRD PARTIES WHO ARE NOT AFFILIATED WITH SEANODE THE ABILITY TO COMMUNICATE WITH YOUR COMPUTER ("OUTSIDE PARTIES"). YOU AGREE THAT SEANODE

WILL NOT BE LIABLE FOR ANY DAMAGE, CLAIM OR LOSS OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES AS STATED IN PARAGRAPH 9(a) ABOVE, RESULTING FROM ANY ACTIONS OR OMISSIONS OF THE OUTSIDE PARTIES.

(d) As some jurisdictions do not allow some of the exclusions set forth in this Section 9, some of these exclusions may not apply to you.

10. Limitation of Liability

(a) IN NO EVENT SHALL SEANODE, ITS AFFILIATES, PARENT COMPANIES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR NETWORK SERVICE PROVIDERS BE LIABLE WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE (WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY OR STRICT LIABILITY OR OTHER THEORY), FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OF DATA, SERVICE INTERRUPTION, COMPUTER FAILURE OR PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE SEANODE SOFTWARE, EVEN IF SEANODE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) Support for the SEANODE Software shall be provided directly by SEANODE's core development team.

(c) As some jurisdictions do not allow some of the exclusions set forth in this Section 10, some of these exclusions may not apply to you.

11. Electronic Signatures and Agreements

You acknowledge and agree that by clicking on the button labelled "SUBMIT", "DOWNLOAD", "I ACCEPT" or such similar links or methods as may be designated by SEANODE to download the SEANODE Software to accept the terms and conditions of this Agreement, you are submitting a legally binding electronic signature and are entering into a legally binding contract. You acknowledge that your electronic submissions constitute your agreement and intent to be bound by this Agreement. Pursuant to any applicable statutes, regulations, rules, ordinances or other laws, YOU HEREBY AGREE TO THE USE OF

ELECTRONIC SIGNATURES, CONTRACTS, ORDERS AND OTHER RECORDS AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED THROUGH THE SEANODE SOFTWARE. Further, you hereby waive any rights or requirements under any statutes, regulations, rules, ordinances or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records.

12. General Provisions

SEANODE reserves all rights not expressly granted herein. SEANODE may modify this Agreement at any time by providing such revised Agreement to you or posting the revised Agreement on its website located at www.sea-node.com. Your continued use of the SEANODE Software shall constitute your acceptance of such revised Agreement. You may not assign this Agreement or any rights hereunder. Nothing in this Agreement shall constitute a partnership or joint venture between you and SEANODE. Should any term or provision hereof be deemed invalid, void or unenforceable either in its entirety or in a particular application, the remainder of this Agreement shall nonetheless remain in full force and effect. The failure of SEANODE at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same unless the same is waived in writing. This Agreement shall be governed by and construed in accordance with the laws of the Netherlands without regard to its conflict of law rules. Any legal proceeding arising out or relating to this Agreement will be subject to the exclusive jurisdiction of any court of the Netherlands and you irrevocably consent to the jurisdiction of such courts. The terms set forth in this Agreement and any related service agreements constitute the final, complete and exclusive agreement with respect to the SEANODE Software and may not be contradicted, explained or supplemented by evidence of any prior agreement, any contemporaneous oral agreement or any consistent additional terms. SEANODE may at its sole discretion assign this Agreement to a subsidiary or sister company, without giving prior notice. YOU EXPRESSLY

ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND THE RIGHTS, OBLIGATIONS, TERMS AND CONDITIONS SET FORTH HEREIN. BY CONTINUING TO INSTALL THE SEANODE SOFTWARE, YOU EXPRESSLY CONSENT TO BE BOUND BY ITS TERMS AND CONDITIONS AND GRANT TO SEANODE THE RIGHTS SET FORTH HEREIN.