MASTER SOFTWARE SUBSCRIPTION LICENSE AGREEMENT
Ranorex Inc.
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Suite 275
Austin, Texas 78731

BY PROCEEDING TO DOWNLOAD, INSTALL OR USE THE SOFTWARE IN WHICH THIS AGREEMENT IS ELECTRONICALLY EMBEDDED OR BY OBTAINING A LICENSE KEY FOR THIS SOFTWARE, YOU HEREBY ACKNOWLEDGE AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, THEN CLICK "DO NOT ACCEPT," DO NOT INSTALL OR USE THE SOFTWARE AND DELETE THE SOFTWARE FROM YOUR COMPUTER SYSTEM. BY INSTALLING OR USING THE SOFTWARE OR BY CLICKING ON "ACCEPT" YOU ACKNOWLEDGE AND AGREE THAT ON BEHALF OF YOURSELF AND YOUR EMPLOYER YOU HAVE READ THIS SOFTWARE LICENSE AGREEMENT CAREFULLY, THAT YOU AND YOUR EMPLOYER AGREE TO BE BOUND BY THIS AGREEMENT AND THAT IF APPLICABLE YOUR EMPLOYER HAS INFORMED YOU OF THE RELEVANT PROVISIONS OF THIS AGREEMENT WHICH MAY BE APPLICABLE TO YOU. THIS AGREEMENT SHALL GOVERN YOUR INSTALLATION AND USE OF THE SOFTWARE IN WHICH THIS AGREEMENT IS ELECTRONICALLY EMBEDDED. RANOREX URGES YOU TO CAREFULLY READ THIS AGREEMENT AND ASSESS YOUR USE OF THE SOFTWARE PRIOR TO INSTALLING OR USING THE SOFTWARE OR MAKING ANY DECISION TO USE OR PURCHASE IT.

THIS MASTER SOFTWARE SUBSCRIPTION LICENSE AGREEMENT is, dated as of the date of, in the case of any Evaluation Software (as defined in Section 16) below), the date of Customer's acquisition of a License Key, or in the case of any subscription to a license for use of the Licensed Software (as defined below), the date of the Order Form (as defined below) pursuant to which such license is subscribed to, is between Ranorex Inc., a Delaware corporation ("Ranorex"), and, in the case of any Evaluation Software, the customer to whom temporary License Keys are delivered or, in the case of any subscription to a license for use of the Licensed Software, the customer set forth on the purchase order pursuant to which such license is subscribed to (in each case, herein "Customer"), and sets forth the terms and conditions whereby Ranorex agrees to provide to Customer and Customer agrees to acquire from Ranorex one or more limited licenses to install and use certain software and use certain documentation and maintenance services related thereto, owned or licensed by Ranorex, as set forth on the Order Form delivered in connection with this Agreement pursuant to which Customer agrees to subscribe to the Products licensed hereby, which is hereby incorporated herein by reference and made a part of this Agreement. Each Order Form shall be executed separately and, when so executed by both parties and delivered to Ranorex shall constitute and be construed as a separate agreement consisting of the terms and conditions contained in such Order Form together with the terms of this Agreement (as defined below). To the extent any terms or conditions contained in the Order Form conflict with the terms or conditions contained in this Agreement, the terms and conditions of the Order Form shall supersede only those conflicting terms or conditions contained in this Agreement and only to the minimum extent necessary to harmonize the terms in such Order Form with the terms contained herein. This Agreement specifically supersedes and replaces the terms and conditions of all prior agreements between Ranorex and Customer, including, but not limited to, any shrink-wrap agreements, click-wrap agreements or any demo or trial agreements which may accompany or are embedded in Ranorex's products or which have been previously in force between the parties. If Customer is evaluating Evaluation Software, then only the terms and conditions of Section 16 below (including those Sections of this Agreement incorporated therein by reference) will govern Customer's temporary use of such Evaluation Software (and no other terms of this Agreement shall apply to Customer or govern Customer's use of Evaluation Software) and upon subscription to a commercial license for such Evaluation Software, this entire Agreement, exclusive of Section 16, shall apply to Customer and govern all use of the Licensed Material (as defined below). In consideration of the mutual promises and agreements contained herein, the parties hereto also agree as follows:

GENERAL TERMS AND CONDITIONS

1. Definitions –

(a) "Affiliate" means with respect to any specified person or entity, any other person or entity controlling, controlled by or under common control with such person or entity, where "control" means the ownership, directly or indirectly, of 50 percent or more of the ownership interest of such specified entity.

(b) "Agreement" means this software subscription license agreement, together with all exhibits, schedules, annexes and Order Forms made a part hereof in accordance with the terms of this Agreement and all amendments, modifications, supplements and alterations thereto effected in accordance with the terms of this Agreement.

(c) "Connected Hardware" means electronic equipment, external controllers, measuring devices or other peripherals.

(d) Confidential Information" means all technical and non-technical information in both tangible and intangible form, including, but not limited to, product design information, software code, technical information, customer information, discounting, cost and pricing information, financial information and the results derived from or methodology employed by Customer in conducting any benchmark testing of the Licensed Software; provided that the term "Confidential Information" shall not include information which the recipient can show by reasonable proof (i) to have been known by the recipient prior to the time of disclosure by the disclosing party, (ii) to have become part of the public domain through no fault or breach of this Agreement by the recipient, (iii) to have been disclosed to the recipient in good faith by a third party who is not under any obligation of confidence or secrecy to the disclosing party at the time such third party discloses the information to the recipient or (iv) to have been compelled to be produced by a court of competent jurisdiction, provided that the recipient shall first give notice to the disclosing party of any such request or order of the court to give the disclosing party an opportunity to contest or limit said request or order of the court.

(e) "Error" means any error, defect or omission that (i) is discovered in the Licensed Software, (ii) is reproducible and (iii) prevents its operation substantially in accordance with the Licensed Documentation.

(f) "Licensed Country" means, with respect to any license that is expressly restricted to a territory pursuant to Section 2(c) below, the country designated in the applicable Order Form or, in the absence of such designation, the country listed in such Order Form as the "ship to" address; provided that in the case of a country within the European Union, the "Licensed Country" shall be the European Union.

(g) "Licensed Documentation" means the published user manuals that Ranorex makes generally available for the Licensed Software.

(h) "Licensed Material" means the Licensed Software and the Licensed Documentation.

(i) "Licensed Software" means the machine-readable object code version of (i) the software specified on each Order Form, whether embedded on disc, tape, internet download site or other media and (ii) all Updates for the Licensed Software that

Customer is entitled to receive in connection with its receipt of Maintenance Services pursuant to Section 4 of this Agreement.

(j) "License Term" means (A) the initial period of time (the "Initial Term") (i) specified on the Order Form pursuant to which Customer agreed to subscribe to the Licensed Material or (ii) to the extent no such initial period is specified on the Order Form, a one-year period of time, in each case commencing on the Effective Date and (B) all subsequent renewals and extensions thereof effected in accordance with the terms of this Agreement (each, a "Renewal Term").

(k) "Maintenance Services" means the technical support services provided by Ranorex pursuant to Section 4 hereof.

(l) "Named User" means one (1) natural person in Customer's organization designated by Customer to have the right to use the Licensed Software.

(m) "Order Form" means (i) Ranorex's standard price quote, purchase order, order form or purchase confirmation (including any purchase confirmation delivered electronically through an online store owned or controlled by Ranorex or its subsidiaries), as such document may be amended, supplemented or modified from time to time in accordance with this Agreement or (ii) any other non-Ranorex price quote, purchase order, order form or purchase confirmation delivered by Customer to Ranorex but solely to the extent permitted by and delivered in accordance with Section 15.

(n) "Physical Machine" means an electronic, programmable machine containing logic circuitry that is configured to respond to and process instructions and/or access and run the Licensed Software, and each Physical Machine may be comprised of multiple processing cores, each of which may be configured to independently act as an individual Physical Machine and shall, when so configured, be deemed a separate Physical Machine under this definition for purposes of this Agreement.

(o) "Update" means any revision, enhancement, improvement or modification to or programming fix for the Licensed Software or Licensed Documentation which Ranorex makes generally available, incorporates into and makes a part of the Licensed Software or Licensed Documentation and does not separately price or market.

(p) "Virtual Machine" means a software container capable of running its own operating system to access and run the Licensed Software.

2. LICENSE –

(a) **Use** – Subject to the terms and conditions of this Agreement including, but not limited to the applicable licensing restrictions set forth in Section 2(b) below, and subject further to Customer's full compliance herewith and according to the scope, time period and other terms indicated on the applicable Order Form delivered in connection with this Agreement, Ranorex hereby grants Customer and Customer hereby accepts from Ranorex, a limited, non-exclusive and non-transferable right and license during the License Term to install the Licensed Software on computer hardware that is owned or operated by or on behalf of Customer, and to access and use the Licensed Material subscribed to by Customer in accordance with the applicable restrictions and conditions contained in this Agreement and to copy the Licensed Material as permitted by this Agreement. Customer's right to use the Licensed Material shall extend to use by third parties under a written agreement with Customer to provide outsourcing services for Customer's own internal business operations; provided, that (i) such third parties have agreed to abide by the terms of this Agreement and (ii) Customer shall remain primarily liable for all acts and omissions by such third parties. Customer's right to use the Licensed Material shall also extend to use by Customer's Affiliates, provided that (x) such Customer Affiliates have agreed to abide by the terms of this Agreement, and (y) Customer shall remain primarily liable for all acts and omissions by such Customer Affiliates. Upon expiration of the License Term this Agreement and all rights and licenses granted hereunder shall automatically terminate.

(b) **License Usage and Restrictions** – Customer acknowledges and agrees that, as between Customer and Ranorex, Ranorex or its subsidiaries owns and shall continue to own all right, title, and interest in and to the Licensed Material, including associated intellectual property rights under copyright, trade secret, patent, or trademark laws. This Agreement does not grant Customer any ownership interest in or to the Licensed Material, but only a limited right and license to install and use the Licensed Software and to use the Licensed Material in accordance with the terms of this Agreement and each applicable Order Form. Customer further acknowledges and agrees that the licenses granted hereunder and the restrictions applicable to Customer's installation and use of the License Software will vary according to the type of Licensed Software purchased by Customer and the type of license purchased by Customer and shall expire automatically upon expiration or termination of the License Term. One or more of the restrictions set forth in this Section 2 may apply to the Licensed Software depending upon the type of licensed purchased and the terms contained in the applicable Order Form relating to the Licensed Software. Customer is encouraged to carefully review all terms and restrictions contained in this Section 2 and each Order Form. Customer hereby agrees to the following license restrictions and conditions applicable to the Licensed Software as set forth in the Order Forms delivered by Customer under this Agreement:

(i) For all Licensed Software made generally available by Ranorex on a "single seat" or "workstation" basis and licensed hereunder by Customer on a "single seat" or "workstation" basis (a "Workstation License"), Customer may install and operate such Licensed Software on one (1) Physical Machine;

(ii) For all Licensed Software made generally available by Ranorex on a "Enterprise License" or "concurrent users" basis (an "Enterprise License" or "Concurrent License") and licensed hereunder by Customer as an Enterprise License or Concurrent License, Customer may install and operate such Licensed Software on a network that is owned or operated by or on behalf of Customer to be used concurrently on an unlimited number of Physical Machines or Virtual Machines by up to the authorized number of Named Users for which Customer has purchased a license;

(iii) For all Licensed Software made generally available by Ranorex and licensed hereunder by Customer on a "Runtime License" basis, Customer may install and operate such Licensed Software on a network that is owned or operated by or on behalf of Customer to be used concurrently on an unlimited number of Physical Machines or Virtual Machines by up to the authorized number of Named Users for which Customer has purchased a license, provided that Customer must also purchase or have purchased at least one (1) license of Ranorex Studio or Ranorex Enterprise.

(iv) For all Licensed Software made generally available by Ranorex and licensed hereunder by Customer on a "Driver" or "Development" or "API" basis, Customer may install and operate such Licensed Software on a network that is owned or operated by or on behalf of Customer to be used concurrently on an unlimited number of Physical Machines or Virtual Machines by up to the authorized number of Named Users for which Customer has purchased a license, provided that Customer must also purchase or have purchased

at least one (1) license of Ranorex Studio or Ranorex Enterprise.

(c) **Additional Restrictions Applicable to Workstation Licenses –** To the extent that Customer purchases any license that is designated as a "Workstation License" as set forth in the Order Form applicable to such license, Customer may not install or use the Licensed Software or any part thereof on a Virtual Machine. Customer may transfer a Workstation License installed and operated on a Physical Machine to a subsequent Physical Machine owned or operated by or on behalf of Customer upon prior written consent from Ranorex, provided that Customer acknowledges and agrees that Maintenance Services provided hereunder do not include support for transferring a Workstation License to a subsequent Physical Machine and any support provided by Ranorex to Customer in connection therewith shall be deemed "Ancillary Services" as defined in Section 2(k) below.

(d) **Additional Terms Governing Connected Hardware** – Customer is encouraged to exercise caution when using the Licensed Software in connection with Connected Hardware. Customer shall assume all liability associated with using the Licensed Software in connection with Connected Hardware. Customer alone is responsible for ensuring that (i) the Licensed Software is capable of functioning in the operating conditions rendered by the Connected Hardware, (ii) the Customer's means of transferring data or information to the Connected Hardware does not cause damage to the Connected Hardware, including but not limited to the general setup, switching operations, use of connected bus systems, and/or automated use of the Licensed Software in any way, and (iii) that any Connected Hardware to be controlled by the Licensed Software is capable of receiving instructions and/or information from the Licensed Software. The automated operation of running tests designed, created, modified or edited using the Licensed Software on Connected Hardware should only be carried out under the supervision of properly trained personnel with extensive knowledge and familiarity with the operation of the Licensed Software and the Connected Hardware. Ranorex strongly encourages Customer to disconnect Connected Hardware from the Virtual Machine or Physical Machine where the Licensed Software is installed before executing any automated tests on the Connected Hardware in order to prevent damage to the Connected Hardware.

RANOREX DOES NOT WARRANT THAT THE LICENSED SOFTWARE WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE IN CONNECTION WITH CONNECTED HARDWARE. UNDER NO CIRCUMSTANCES WILL RANOREX OR ITS AUTHORIZED REPRESENTATIVES BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL, DIRECT OR INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE OR WHETHER BASED ON CLAIMS BY CUSTOMER OR ANY THIRD PARTY, ARISING OUT OF OR RELATED TO CUSTOMER'S USE OF LICENSED SOFTWARE IN CONNECTION WITH CONNECTED HARDWARE.

(e) **Territory Restrictions.** To the extent any license purchased hereunder is restricted to a Licensed Country, such Licensed Country shall be expressly set forth in the Order Form, and Customer shall not install, access, or use the Licensed Software from any location other than the Licensed Country. To the extent the Order Form omits any reference to a Licensed Country and does not otherwise limit or restrict Customer's right to install, access, or use the Licensed Software to a geographic territory, such licenses of the Licensed Software may be installed, accessed and used globally.

(i) **Copies & Disaster Recovery** -- Customer may make a reasonable number of back-up archival copies of the Licensed Software. In the event of any outage that results in the complete failure of the computer system upon which Customer has installed the Licensed Software, Customer's right to use the Licensed Software shall include, during the pendency of such outage, the temporary right to use the Licensed Software in a replacement computing environment substantially similar to the original computing environment upon which the Licensed Software was installed immediately prior to such outage. Customer shall reproduce all confidentiality and proprietary notices on each of the copies permitted hereunder and maintain an accurate record of the location of each of the copies. Customer shall not otherwise copy or duplicate the Licensed Material. Customer shall not reverse engineer, disassemble, translate, modify, adapt, or decompile the Licensed Material or apply any procedure or process to the Licensed Material in order to ascertain, derive, and/or appropriate the source code or source listings for the Licensed Software or any trade secret or other proprietary information contained in the Licensed Software.

(j) **Renewal of License** - Upon expiration of the Initial Term and each Renewal Term, all licenses granted under this Agreement shall automatically renew for an additional 12-month Renewal Term and Ranorex will invoice Customer at the then-current subscription-based list price for such additional License Term unless Ranorex or its authorized representatives are notified by Customer in writing at least sixty (60) days prior to the expiration of the Initial Term or then-current Renewal Term, as applicable, that Customer will not renew the licenses granted hereunder for another Renewal Term.

(k) **Other Services** – All licenses and Maintenance Services purchased by Customer in respect of the Licensed Material shall be governed by this Agreement, together with the applicable Order Forms delivered hereunder. Unless otherwise agreed by the parties in writing, all other services purchased by Customer in respect of the Licensed Software, if any, including implementation services, training services and professional services (collectively, "Ancillary Services"), shall be governed solely by a separate written mutually acceptable services agreement entered into by the parties or, in the absence of such agreement, Ranorex's standard professional services agreement, and acceptance of the Licensed Material shall not be contingent upon Customer's acceptance of any such Ancillary Services.

3. DELIVERY AND PAYMENT TERMS –

(a) **Delivery** – All Licensed Material shall be delivered by Ranorex to Customer via electronic delivery using a secure internet download site. Ownership of all licenses subscribed to hereunder and risk of loss for the related Licensed Material shall be deemed to have passed to Customer once Ranorex has made the Licensed Material available for download by Customer, notified Customer of the availability of the Licensed Material for download and provided Customer with all License Keys necessary for the installation and operation of the Licensed Software.

(b) **Payment** – Upon delivery of an Order Form by Customer, Ranorex shall deliver an invoice to Customer specifying the subscription license fees payable for the Initial Term. Each year thereafter during the License Term Ranorex shall invoice Customer for all renewal subscription fees due in respect of each Renewal Term. Customer shall pay all license fees specified in each invoice within thirty (30) days of Customer's receipt of such invoice. In the event that Customer elects to pay any fees due hereunder with a credit card, (i) Customer is required to provide Ranorex with a valid form of credit card payment and to keep all such credit card information current and accurate in respect of all renewal fees, (ii) Customer shall promptly notify Ranorex if its credit card has changed or has been declined and (iii) Customer hereby consents to Ranorex automatically processing and charging all fees due by Customer hereunder, including all renewal fees, to the credit card submitted by Customer. All fees

payable by Customer in respect of any Ancillary Services may be separately invoiced. Customer's payment obligation with respect to all license fees owing hereunder shall be independent of the provision of Ancillary Services, whether or not such Ancillary Services are separately invoiced. Any late payment of any amount owing hereunder shall accrue interest at a rate equal to the lesser of (i) 15% per annum and (ii) the maximum rate permitted by law.

(c) **Taxes** – All payments referred to in this Agreement are exclusive of value added tax, sales tax and any other applicable taxes, duties or imposts which (with the exception only of those based on Ranorex's income) shall also be payable by Customer in accordance with applicable law.

4. MAINTENANCE – Ranorex does not warrant that the Licensed Software will operate error-free or may be used error-free. With respect to the Licensed Software specified in each Order Form, upon Customer's payment of the fees associated with such Licensed Software specified in an Order Form, Ranorex shall provide Maintenance Services for such Licensed Software during the License Term in accordance with this Section 4 and any additional Maintenance Services terms specified in such Order Form.

Maintenance Services are included in the subscription license fee and are not separately charged or invoiced. Maintenance Services includes problem determinations, reasonable problem resolutions, provisioning of software program temporary fixes and new releases. Maintenance Services shall also include any additional Maintenance Service terms specified in writing in the Order Form pursuant to which Customer purchased a license to use the Licensed Software. Maintenance Services shall be provided in accordance with the additional Maintenance Service terms specified in such Order Form. Maintenance Services shall entitle Customer to receive, at no additional cost, all Updates.

5. PROPRIETARY RIGHTS – Customer shall not acquire, by virtue of this Agreement, any right or license other than as expressly provided herein. Customer shall not reproduce the Licensed Material or other confidential or proprietary information of Ranorex, except as provided in this Agreement. All proprietary rights in and to the Licensed Material and all Evaluation Software (as defined in Section 16 below), all derivatives, translations, modifications, adaptations, improvements, enhancements or developments thereof and all confidential or proprietary information of Ranorex, including without limitation, all rights under and with respect to patents, copyrights, trademarks and rights under the trade secret laws of any jurisdiction shall remain the sole property of Ranorex or its applicable licensor, whether recognized by or perfected under applicable local law. Customer shall promptly notify Ranorex of any infringement of Ranorex's proprietary rights of which it becomes aware.

6. LIMITED WARRANTIES

(a) **Warranty -** Ranorex warrants to Customer that during the first thirty (30) days of the Initial Term (the "Warranty Period") the Licensed Software shall perform substantially as described in the accompanying Licensed Documentation. Ranorex does not warrant that (i) the Licensed Software will satisfy or may be customized to satisfy any of Customer's requirements or any other particular use or (ii) the use of the Licensed Software will be uninterrupted or error-free. Laws from time to time in force may imply warranties that cannot be excluded or can only be excluded to a limited extent. This Agreement shall be read and construed subject to any such statutory provisions.

(b) **Remedies** – If (i) at any time during a License Term, the Licensed Software contains Errors which make the Licensed Software unable to perform substantially as described in the accompanying Licensed Documentation or (ii) during the Warranty Period, Ranorex breaches the warranty set forth in clause (a) above, then Customer shall promptly notify Ranorex of such Error or breach and Ranorex shall (A) use all commercially reasonable efforts to correct such Error or breach within thirty (30) days of notification or (B) provide Customer within thirty (30) days of notification with a plan acceptable to Customer for correcting such Error or breach. If such Error or breach is not corrected or if an acceptable plan for correcting such Error or breach is not established within such thirty (30) day period, Ranorex shall replace the defective Licensed Software or, if not practicable, accept the return of the defective Licensed Software and refund to Customer the pro rata pre-paid amount for the remaining portion of the Initial Term or Renewal Term, as applicable. Ranorex's obligations under this Section 6(b) shall be waived in the event such Error or breach is due to (I) any defect in or misconfiguration of the computer hardware upon which the Licensed Software is installed, (II) improper handling or use of the software media by Customer, or (III) an unauthorized alteration, revision or configuration of the Licensed Software or to Customer's computer system by Customer or its employees. Customer acknowledges that this Section 6(b) sets forth Customer's sole and exclusive remedy, and Ranorex's and its authorized representatives' sole and exclusive liability, for any breach of warranty, Error or failure of the Licensed Software to function properly.

(c) Disclaimer – EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ALL WARRANTIES, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE LICENSED MATERIAL, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY RANOREX OR ITS AUTHORIZED REPRESENTATIVES OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE) ARE HEREBY OVERRIDDEN AND DISCLAIMED.

7. INDEMNITY

(a) **Indemnity** – Subject to this Section 7 and Section 8 below, Ranorex agrees to indemnify, defend and hold harmless Customer from and against all claims, damages, losses, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) arising out of any claim by a third party asserting that the Licensed Material or any of Customer's use thereof, infringes upon any third party's patent, copyright or trademark, provided that (i) Customer promptly notifies Ranorex in writing no later than thirty (30) days after Customer's notice of any potential claim, (ii) Customer permits Ranorex to defend, compromise or settle the claim, and provided further that no settlement intended to bind Customer shall be made without Customer's prior written authorization and (iii) Customer gives Ranorex all available information, reasonable assistance, and authority to enable Ranorex to do so.

(b) **Alternative Remedy** - If a claim described in Paragraph 7(a) may or has been asserted, Customer will permit Ranorex, at Ranorex's option and expense, to (i) procure the right to continue using the Licensed Material, (ii) replace or modify the Licensed Material to eliminate the infringement while providing functionally equivalent performance or (iii) accept the return of the Licensed Material and refund to Customer the pro rata pre-paid amount for the remaining portion of the Initial Term or Renewal Term, as applicable.

(c) Limitation - Ranorex shall have no indemnity obligation to Customer hereunder if the violation or infringement claim results from (i) a correction or modification of the Licensed Material not provided by Ranorex or its authorized representative, (ii) the failure to promptly install an Update, (iii) the combination of the Licensed Software with other non-Ranorex software and (iv) continuing the allegedly infringing activity after receiving written notice of such infringement claim from Ranorex.

8. NO CONSEQUENTIAL DAMAGES - UNDER NO CIRCUMSTANCES WILL RANOREX OR ITS AUTHORIZED REPRESENTATIVES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL

DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS BY CUSTOMER OR ANY THIRD PARTY (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR LOSS OF DATA, GOODWILL, PROFITS, USE OF MONEY OR USE OF THE LICENSED MATERIAL, INTERRUPTION IN USE OR AVAILABILITY OF DATA, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS), ARISING OUT OF BREACH OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, BREACH OF ANY INTELLECTUAL PROPERTY RIGHT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, EXCEPT ONLY IN THE CASE OF PERSONAL INJURY WHERE AND TO THE EXTENT THAT APPLICABLE LAW REQUIRES SUCH LIABILITY. IN NO EVENT WILL THE AGGREGATE LIABILITY INCURRED IN ANY ACTION OR PROCEEDING BY RANOREX OR ITS AUTHORIZED REPRESENTATIVE EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE SPECIFIC LICENSED SOFTWARE THAT DIRECTLY CAUSED THE DAMAGE.

9. CONFIDENTIALITY

(a) **Confidentiality** – Customer acknowledges that the Licensed Material incorporate confidential and proprietary information developed or acquired by or licensed to Ranorex and that all results of testing of the Licensed Software, whether performed by Customer or another third party, are confidential. In no event will Customer publish or disclose the results of any testing or performance specifications of the Licensed Software without Ranorex's express prior written consent. A party that receives Confidential Information (the "Receiving Party") from the other party (the "Disclosing Party") shall not: (i) export or re-export (within the meaning of US laws or other export control laws or regulations) any Confidential Information, except in strict compliance with US laws; (ii) reverse engineer any Confidential Information; or (iii) disclose or make available the Disclosing Party's Confidential Information to any of the Receiving Party's employees, agents, contractors or consultants or to any third parties, except those that have agreed in writing to be bound by terms and conditions substantially similar to, and no less restrictive with respect to limitations on use and disclosure, than those contained in this Agreement and each of which have a "need to know" in order to carry out the purposes set forth in this Agreement. Each party shall take all reasonable precautions necessary to safeguard the confidentiality of all Confidential Information disclosed by the other party, including those precautions (A) taken by the disclosing party to protect its own Confidential Information and (B) which the disclosing party or its authorized representative may reasonably request from time to time. Neither party shall allow the removal or defacement of any confidentiality or proprietary notice placed on the Confidential Information disclosed by the disclosing party. The placement of copyright notices on Confidential Information shall not constitute publication or otherwise impair their confidential nature of such information.

(b) Disclosure - If an unauthorized use or disclosure of the disclosing party's Confidential Information occurs within the recipient party's enterprise, the recipient party will immediately notify the disclosing party or its authorized representative and take, at recipient party's expense, all steps which may be available to recover such Confidential Information and to prevent its subsequent unauthorized use or dissemination.

10. TERMINATION – Upon 30-days prior written notice to Ranorex, Customer may terminate this Agreement; provided, however that Customer shall not be entitled to a refund (except as otherwise expressly set forth in Section 6(b) and 7(b)) of any amounts paid or a release from or cancellation, waiver or novation of any amount payable, and all such amounts payable or promised to be paid through the License Term shall automatically accelerate and be immediately due and payable and shall survive such termination of this Agreement). If Customer or any of Customer's employees, consultants, authorized representatives or permitted third parties breach any term or condition of this Agreement, Ranorex may terminate this Agreement, without judicial or administrative resolution or obligation to refund. This Agreement will terminate automatically if Customer ceases to do business, becomes insolvent, goes or is put into receivership or liquidation, passes a resolution for its winding up (other than for the purpose of reconstruction or amalgamation) or for any of the foregoing, makes an arrangement for the benefit of its creditors, enters into bankruptcy, suspension of payments, moratorium, reorganization or any other proceeding that relates to insolvency or protection of creditors' rights or takes or suffers any similar action in consequence of debt. Upon the termination of this Agreement for any reason and upon expiration of the License Term, all rights granted to Customer hereunder will cease, and Customer will promptly (i) purge the Licensed Software and any related Updates from all of Customer's computer systems, storage media and other files, (ii) destroy the Licensed Material and all copies thereof and (iii) deliver to Ranorex an affidavit certifying that Customer has complied with these termination obligations. The provision of Sections 1, 3, 8 through 15 and 17 shall survive the termination of this Agreement.

11. U.S. EXPORT RESTRICTIONS – Customer acknowledges that the Licensed Material and all related technical information, documents and materials are subject to export controls under the U.S. Export Administration Regulations. Customer covenants and agrees to comply with all import and export control regulations of the United States with respect to the Licensed Material. Customer acknowledges that it may not re-export or divert the Licensed Material or any related technical information, document or material, or direct derivatives thereof, to any country set forth on the U.S. Department of Commerce's list of State Sponsors of Terrorism (currently, Cuba, Iran, North Korea, and Syria), including any future changes to the government's list of State Sponsors of Terrorism.

12. EQUITABLE RELIEF – The parties recognize that Sections 5, 9, 11 and 17(h) are necessary for the protection of the business and goodwill of the parties and are considered by the parties to be reasonable for such purpose. The parties agree that any breach of such Sections would cause the other party substantial and irreparable damage and therefore, in the event of any such breach, in addition to other remedies which may be available, the non-breaching party shall have the right to seek specific performance and other injunctive and equitable relief in a court of law.

13. LICENSE KEY & USE REPORTING – Customer acknowledges that a security code owned and controlled by Ranorex or its subsidiaries (the "License Key") is required to render the Licensed Software operational on Customer's computer hardware during the License Term. Once utilized to install the Licensed Software on Customer's computer hardware, no other security code will be required for the Licensed Material to operate on such computer hardware in accordance with the terms and restrictions contained in this Agreement and no other disabling device will prevent the Licensed Software from operating on Customer's computer hardware during the License Term. Further, Customer acknowledges that the License Key shall expire upon the expiration of the current License Term and that upon such expiration the Licensed Software shall cease to operate unless and until another License Key is obtained from Ranorex. Customer shall not attempt to crack, alter or otherwise derive the License Key. Ranorex shall promptly (which in the event of any renewal of a License Term shall be prior to expiration of the current License Term) provide Customer with all necessary License Keys upon renewal of each License Term and upon any authorized transfer of the Licensed Software to any other hardware equipment permitted under Section 2(b) of this Agreement. Ranorex reserves the right to gather data on license usage by Customer for each item of Licensed Software, including License Key numbers, server IP addresses, email addresses of users, domain counts and other information deemed relevant, to ensure that the Licensed Software is being used in accordance with the terms of this Agreement. Ranorex expressly prohibits domain count overrides without prior written approval. Unless otherwise agreed in writing by both parties, Customer hereby consents to Ranorex gathering and processing such usage information and agrees not to block, electronically or otherwise, the transmission of data required for compliance with this Agreement. Any unauthorized use of the Licensed Software by Customer or other use by Customer in violation of the restrictions contained herein shall be deemed a material breach of this Agreement. In addition to the foregoing, within ten (10) business days of Customer's receipt of Ranorex's written request, Customer shall provide to

Ranorex a written report certifying to Ranorex the number of licenses for Licensed Software installed, used or accessed by Customer, the identity of the applicable servers, hardware or computers upon which such licenses are installed and, to the extent applicable, the installation location and location and number of users accessing such licenses, together with such other information as may be requested by Ranorex and necessary to confirm Customer's compliance with the terms of this Agreement. The auditing, reporting and certification rights and obligations set forth in this Section 13 shall survive termination of this Agreement for a period of eighteen months.

14. ENFORCEABILITY – If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, void, invalid or illegal, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.

15. ENTIRE AGREEMENT

(a) Customer acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms. Customer and Ranorex further agree that, subject to clause (b) below, this Agreement, together with all Order Forms delivered in connection herewith and all exhibits, schedules and annexes hereto, is the complete and exclusive statement of the agreement between Customer and Ranorex and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this Agreement, including any shrink-wrap agreements, click-wrap agreements or demo or trial agreements which may accompany the Licensed Material or which may have been previously in force between the parties. Subject to clause (b) below, this Agreement may not be amended, modified, supplemented or altered except by a written agreement that is signed by both parties.

(b) UNDER NO CIRCUMSTANCES MAY THE TERMS OF THIS AGREEMENT OR ANY RANOREX ORDER FORM BE AMENDED, MODIFIED, SUPPLEMENTED, ALTERED, SUPERSEDED OR REPLACED BY ANY CUSTOMER PURCHASE ORDER, NON-RANOREX INVOICE OR NON-RANOREX ORDER FORM OR OTHER SIMILAR INSTRUMENT DELIVERED BY CUSTOMER TO RANOREX. EACH PARTY ACKNOWLEDGES AND AGREES THAT, AS A CONVENIENCE TO CUSTOMER AND ONLY FOR CUSTOMER'S INTERNAL ACCOUNTING PROCEDURES, CUSTOMER MAY DELIVER TO RANOREX A CUSTOMER INVOICE, CUSTOMER PURCHASE ORDER OR CUSTOMER ORDER FORM OR OTHER SIMILAR DOCUMENT FOR ANY TRANSACTION CONTEMPLATED HEREUNDER AND THAT NO ACTION BY RANOREX, INCLUDING RANOREX'S DELIVERY OF ANY LICENSED MATERIAL OR ACCEPTANCE OF PAYMENT, SHALL BE DEEMED TO BE ACCEPTANCE OF ANY OF THE TERMS OR CONDITIONS CONTAINED IN SUCH CUSTOMER INVOICE, CUSTOMER PURCHASE ORDER OR CUSTOMER ORDER FORM OR OTHER SIMILAR INSTRUMENT AND SUCH TERMS AND CONDITIONS SHALL BE VOID AND OF NO FORCE OR EFFECT, UNLESS ACCEPTED BY RANOREX PURSUANT TO A WRITTEN INSTRUMENT SIGNED BY BOTH PARTIES.

16. TRIAL LICENSE

(a) If Customer has installed Evaluation Software (as defined below) and Customer is authorized by Ranorex to evaluate such Evaluation Software (as defined below), then only the terms and conditions of this Section 16 (including those Sections of this Agreement incorporated in this Section 16 by reference) will govern Customer's temporary use of such Evaluation Software (and no other terms of this Agreement shall apply to Customer or govern Customer's use of Evaluation Software) and upon subscription to a commercial license for such Evaluation Software, this entire Agreement, exclusive of this Section 16, shall apply to Customer and govern all use of such commercial Licensed Material.

(b) Ranorex is the owner and provider of certain proprietary software and documentation that Customer may request to use, from time to time, on a temporary basis for the sole purpose of testing and evaluating such software prior to purchasing a commercial term license for such software ("Evaluation Software"). All installation and usage of Evaluation Software by Customer requires a temporary License Key or trial License Key to be issued by Ranorex and Customer is only permitted to use Evaluation Software during the term of the temporary License Key or trial License Key issued by Ranorex.

(c) Evaluation Software is provided to Customer solely for evaluation purposes for Customer's own testing and evaluation purposes (an "Evaluation") and upon delivering a temporary License Key or trial License Key to Customer, Ranorex hereby grants Customer a non-transferable, nonexclusive, limited license to operate and use the Evaluation Software for such Evaluation during the period commencing on the date Customer downloads the Evaluation Software and ending on the expiration of the temporary License Key or trial License Key (including any extensions thereof authorized by Ranorex, the "Evaluation Period"). Without limiting the foregoing, Customer may not use the Evaluation Software to create, modify, enhance or in way alter publicly distributed software, or for any other commercial purpose. Customer agrees not to cause or permit the reverse engineering, disassembly, modification, translation or decompilation of any Evaluation Software. Customer shall not copy the Evaluation Software, or create or develop any derivative software based upon the Evaluation Software.

(d) Customer acknowledges that all Evaluation Software incorporates confidential and proprietary information developed or acquired by or licensed to Ranorex and that all results of testing of the Evaluation Software, whether performed by Customer or another third party, are confidential. In no event will Customer publish or disclose the results of any testing or performance specifications of the Evaluation Software without Ranorex's express prior written consent. Customer shall not remove or deface of any confidentiality or proprietary notice placed on the Evaluation Software. The placement of copyright notices on Evaluation Software shall not constitute publication or otherwise impair their confidential nature of such information.

(e) ALL EVALUATION SOFTWARE PROVIDED BY RANOREX IS DELIVERED "AS IS, WHERE IS" AND RANOREX SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. RANOREX DOES NOT WARRANT THAT THE EVALUATION SOFTWARE WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE. UNDER NO CIRCUMSTANCES WILL RANOREX OR ITS AUTHORIZED REPRESENTATIVES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE OR WHETHER BASED ON CLAIMS BY CUSTOMER OR ANY THIRD PARTY, ARISING OUT OF OR RELATED TO CUSTOMER'S USE OF EVALUATION SOFTWARE. IN NO EVENT WILL THE AGGREGATE LIABILITY OF RANOREX OR ITS AUTHORIZED REPRESENTATIVES INCURRED IN ANY ACTION OR PROCEEDING RELATING TO CUSTOMER'S USE OF EVALUATION SOFTWARE EXCEED ONE HUNDRED DOLLARS.

(f) The Evaluation and the evaluation license granted under this Section 16 shall automatically terminate immediately upon the earliest of (i) the expiration of the Evaluation Period, (ii) the date upon which Customer purchases a commercial license for such Evaluation Software and (iii) the date upon which either party notifies the other party of its termination of the Evaluation. Upon expiration of the Evaluation Period or the Evaluation, Customer shall cease using and shall uninstall and destroy the Evaluation

Software unless Customer has purchased a commercial license for such Evaluation Software on or prior to such expiration.

(g) Sections 1, 5, 8, 11, 14, 15 and 17(a) through 17(g) of this Agreement shall be deemed incorporated by this reference in this Section 16 and the Evaluation license granted under this Section 16.

17. MISCELLANEOUS

(a) Customer shall not assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder to any other person or entity, whether by contract, merger or by operation of the law, without Ranorex's prior written consent. In the event of any merger of Customer or a sale of substantially all of the assets of Customer in which Customer is not the surviving entity, Customer may assign or transfer any licenses granted under this Agreement; provided, that Customer provides Ranorex with written notice of such transfer within thirty days of such merger or sale. Any assignment or delegation in breach of this Section 17(a) shall be void. This Agreement shall be binding upon the parties hereto and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.

(b) All notices or approvals required or permitted under this Agreement must be given in writing and delivered to the appropriate party at the address set forth in this Agreement or in any Order Form delivered in connection with this Agreement.

(c) The waiver of compliance with or breach of any term or condition of this Agreement or the failure of a party to exercise any right under this Agreement shall in no event constitute a waiver as to any other failure to comply or breach, whether similar or dissimilar in nature, or prevent the exercise of any right under this Agreement.

(d) THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW RULES. RANOREX AND CUSTOMER HEREBY IRREVOCABLY AGREE ON BEHALF OF THEMSELVES THAT THE SOLE AND EXCLUSIVE JURISDICTION AND VENUE FOR ANY LITIGATION ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF SHALL BE IN AN APPROPRIATE FEDERAL OR STATE COURT IN THE STATE OF TEXAS LOCATED IN TRAVIS COUNTY.

(e) Unless otherwise specified herein, the rights and remedies of Ranorex set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it at law or in equity. In the event of Customer's failure to pay any fees set forth in this Agreement, Ranorex shall be entitled to recover its costs and expenses, including but not limited to reasonable attorneys' fees, incurred in any collection efforts or legal action.

(f) This Agreement is not intended to be nor shall it be construed as a joint venture, association, partnership or other form of business organization or agency relationship.

(g) Headings used in this Agreement are for reference purposes only and shall not be used to modify the meaning of the terms and conditions of this Agreement. This Agreement may be executed in counterparts, all of which shall constitute one single agreement between the parties hereto.

(h) In consideration of the mutual covenants contained herein, including the rights and licenses granted to Customer herein, the parties hereto do hereby agree that for a period of two years following Customer's most recent subscription to any licenses or services, including Maintenance Service, from Ranorex or its authorized representative, Customer shall not solicit, induce, hire, engage, or attempt to hire or engage any employee of Ranorex, or in any other way interfere with Ranorex's contractual or employment relations with any of its employees, nor will Customer hire or engage or attempt to hire or engage any individual who was an employee of Ranorex at any time during such two-year period.

[END OF AGREEMENT]