



ZIA SYSTEMS, LLC
CURING MONITORING SYSTEM
SOFTWARE LICENSE AGREEMENT

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1. DEFINITIONS.

1.1 **"Hardware"** means the fiber optic cable, sensors and connectors sold by Zia integral to gathering data using the Software.

1.2 **"Controller"** means the DTS unit attached to the fiber optic cable and Processor.

1.3 **"Install"** means to place a copy of the Software onto a hard disk or other storage medium through any means (including without limitation use of an installation utility application accompanying the Software).

1.4 **"License Key"** means software code associated with each individual Controller.

1.3 **"Permitted Number"** means the number of valid license keys issued to you by ZIA as indicated on Your purchase receipt (sent to You by e-mail or other means). One (1) valid license is issued with the purchase of one (1) DTS Controller.

1.4 **"Processor"** means the Central Processing Unit (CPU) in a computer. "Processor" refers to one processing unit regardless of the number of cores.

1.5 **"Cloud"** means an internet-based server that houses shared data.

1.6 **"Software"** means the Viscom Liner computer program in which this Agreement is embedded or that is delivered with this Agreement, together with any patches, revisions, updates, upgrades or replacements of the Software. The Software may consist of multiple components, each of which is delivered to you as a bundle or separately. The term **"Software"** shall refer only to such component or components that are delivered to you and Used or Installed in connection with the delivery of this Agreement. Additional modules and components delivered to you shall be subject to this Agreement or subsequent releases of this Agreement which may accompany such modules or components.

1.7 **"Use"** means access, Install, download, copy or otherwise benefit from using the functionality of the Software.

1.8 **"User Documentation"** means the explanatory printed or electronic materials that ZIA makes available together with the Software, or after You acquire or Install the Software, including without limitation, license specifications, activation code, license files, instructions on how to use the Software, and technical specifications.

1.9 **"You"** means: (a) you personally (i.e., the individual who reads and is prompted to accept this Agreement) if you acquire the Software for yourself; or (b) the company or other legal entity for whom you acquire the Software, if you acquire the Software for a company or other legal entity.

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2.2 License Term. Subject to the terms and conditions of this Agreement, the license to use the Software is perpetual.

2.3 Upgrades. ZIA may make available additional software that supplements or upgrades the Software. Such supplemental software shall be subject to the terms and conditions of this Agreement.

2.4 Software Components. The Software is licensed to You as a single product, and its components may not be separated for distribution or use on more than the Permitted Number of Processors unless expressly permitted by ZIA in the applicable User Documentation.

2.5 **Maintenance & Support.** ZIA provides support services (phone, text and email during normal business hours) free of charge within one (1) year of Your initial purchase, or otherwise as set forth on our website (www.ziasystems.com) from time to time. You also may purchase an Annual Maintenance subscription which entitles you to software upgrades for the Software free of additional charge, together with limited phone, text and e-mail customer service and support incidents during normal business hours. Annual Maintenance is charged at [12%] of the current software purchase price for each DTS owned by You. Annual Maintenance service renews automatically from year-to-year on the anniversary date of Your purchase. ZIA support will send you an invoice for such annual renewal prior to the anniversary date each year. If You cancel Annual Maintenance, You will not be entitled to a refund for any maintenance fees paid for preceding periods, but automatic renewal of Annual Maintenance will thereafter be terminated. If you fail to pay the annual maintenance invoice, ZIA reserves the right to deny further maintenance or support until it is paid. You may cancel Annual Maintenance service by providing ZIA with written notice (visit our website for the notice address) prior to the anniversary date in any year after Your purchase. Please visit our website at www.ziasystems.com for more details on maintenance and technical support.

3. PROHIBITED ACTIONS.

3.1 **Prohibited Actions.** ZIA does not permit any of the following actions, and You acknowledge that such actions shall be prohibited:

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5.1 Limited Warranty (Software). ZIA warrants that, as of the date on which the Software is delivered by ZIA and for ninety (90) days thereafter, the Software will provide the features and functions generally described in the User Documentation and that the media on which the Software is furnished, if any, will be free from defects in materials and workmanship, all as determined by ZIA in ZIA's sole and absolute discretion. ZIA's entire liability and Your exclusive remedy under the limited warranty provided in this Section 5.1 will be, at ZIA's option, to attempt to correct or work around errors (through issuance of upgrades as set forth in Section 2.3 or otherwise), to replace the defective media on which the Software is furnished, if any, or to refund the license fees paid by you and terminate this Agreement. Such refund is subject to the return of defective media, if any, and User Documentation to ZIA and confirmation by ZIA of your compliance with the terms and conditions of this Agreement and your payment of such license fees, all of which must occur within thirty (30) days from the date of Your receipt of the Software. If ZIA exercises its option hereunder to attempt to correct errors or to replace defective media, such remedy will be provided during ZIA's normal business hours and will be processed within ZIA's normal processing and release cycle.

5.2 Limited Warranty (Hardware). ZIA warrants that, as of the date on which the Hardware is delivered by ZIA and for ninety (90) days thereafter, the Hardware will provide the features and functions generally described in the User Documentation and that the Hardware will be free from defects in materials and workmanship, all as determined by ZIA in ZIA's sole and absolute discretion. ZIA's entire liability and Your exclusive remedy under the limited warranty provided in this Section 5.2 will be, at ZIA's option, to attempt to correct or repair the Hardware, to replace the defective Hardware, or to refund the cost of the Hardware paid by you. Such refund is subject to the return of defective Hardware to ZIA and confirmation by ZIA of your compliance with the terms and conditions of this Agreement and your payment of such costs, all of which must occur within thirty (30) days from the date of Your receipt of the Hardware. If ZIA exercises its option hereunder to attempt to correct errors or to replace defective Hardware, such remedy will be provided during ZIA's normal business hours and will be processed within ZIA's normal processing and release cycle.

5.3 Disclaimer. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES PROVIDED IN SECTION 5.1 AND 5.2 HEREOF, ZIA MAKES AND YOU RECEIVE NO EXPRESS WARRANTIES. ANY STATEMENTS OR REPRESENTATIONS ABOUT THE SOFTWARE, THE HARDWARE OR ITS OR THEIR FUNCTIONALITY IN THE USER DOCUMENTATION OR ANY COMMUNICATION WITH YOU CONSTITUTE TECHNICAL INFORMATION AND NOT AN EXPRESS WARRANTY OR GUARANTEE. IN ADDITION, ZIA SPECIFICALLY DISCLAIMS ANY OTHER WARRANTY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, ZIA DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE OR HARDWARE WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE SOFTWARE HAS ANY SECURITY FEATURES.

6. LIMITATION OF LIABILITY.

IN NO EVENT SHALL ZIA HAVE ANY LIABILITY FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, REVENUE, DATA OR COST OF COVER. IN ADDITION, IN NO EVENT SHALL THE LIABILITY OF ZIA FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SOFTWARE, THE HARDWARE OR THIS AGREEMENT EXCEED THE AMOUNT PAID OR PAYABLE BY YOU FOR THE SOFTWARE AND/OR THE HARDWARE PRINCIPALLY RESPONSIBLE FOR SUCH DAMAGES. THE LIMITATIONS OF LIABILITY IN THIS SECTION 6 SHALL APPLY TO ANY DAMAGES, HOWEVER CAUSED AND

REGARDLESS OF THEORY OF LIABILITY, WHETHER DERIVED FROM CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), OR OTHERWISE, EVEN IF ZIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER THE LIMITED REMEDIES AVAILABLE HEREUNDER FAIL OF THEIR ESSENTIAL PURPOSE.

7. INDEMNIFICATION.

7.1 By You. You agree to indemnify and hold harmless ZIA, its members, managers, officers, employees, agents, successors and assigns, from and against any costs, expenses or claims (whether from you or third parties) of any kind or nature arising from or relating to Your Use of the Software and the User Documentation, excepting therefrom claims asserted by You under the limited warranty in Section 5.1.

7.2 By ZIA. ZIA agrees to indemnify, defend and hold You harmless from and against any claim, suit or proceeding alleging that Your Use of the Software or Hardware infringes the patent, copyright, trademark, trade secret or other intellectual property rights of any third party, provided that You (i) provide ZIA with prompt written notice of the claimed infringement and (ii) provide ZIA with all necessary information and assistance to perform the above. If any claim for which ZIA is obligated to defend You has occurred, ZIA may, at ZIA's option and sole expense, procure for You the right to continue using the Software and/or the Hardware, replace or modify the same so that it becomes non-infringing or, if neither of the foregoing is reasonably possible, the license for the Software shall terminate and ZIA shall refund to You all license fees paid by You under this Agreement.

8. GENERAL.

8.1 No Assignment; Insolvency. This Agreement and any rights hereunder are non-assignable and any purported assignment shall be void. This Agreement and the licenses granted hereunder shall terminate without further notice or action by ZIA if You become bankrupt or insolvent or make an arrangement with Your creditors to go into liquidation.

8.2 Choice of Law; Forum. This Agreement and any disputes arising out of or in connection with this Agreement shall be governed by Ohio law without reference to conflict of laws principles. The parties hereby consent to the courts located in Franklin County, Ohio as having exclusive jurisdiction and venue for resolution of any and all disputes arising under or related to this Agreement.

8.3 Entire Agreement. This Agreement and the applicable User Documentation constitute the entire agreement between us and supersede any other previous or contemporaneous communications, agreements, representations, or advertising with respect to the Software and the User Documentation. Any modifications to this Agreement shall be invalid unless made in a duly-executed writing.

8.4 Severability. If and to the extent that any provision of this Agreement is held illegal, invalid, or unenforceable, in whole or in part, under applicable law, such provision or such portion thereof shall be ineffective as to the jurisdiction in which it is illegal, invalid or unenforceable to the extent of its illegality, invalidity or unenforceability and shall be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the parties. The illegality, invalidity, or unenforceability of such provision in that jurisdiction shall not in any way effect the legality, validity, or enforceability of any other provision of this Agreement in any other jurisdiction.

8.5 Audits. To insure compliance with this Agreement, You agree that upon reasonable notice, ZIA or its authorized representative shall have the right to inspect and audit Your Installation and Use of the Software, Hardware, Controllers, and the User Documentation. If such inspections or audits disclose that You have Installed, Used or permitted the Use of the Software, Hardware, Controllers or the User

Documentation in a manner that is not permitted under this Agreement, then ZIA may terminate this Agreement immediately, and You are liable to pay for any unpaid license fees as well as reasonable costs for audit. Nothing in this section shall be deemed to limit any legal or equitable remedies available to ZIA for violation of this Agreement.

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the __ day of _____, 20__.

DTS Serial Number: _____

Zia Systems, LLC

Company

BY (Print): _____

BY (Print): _____

Signature: _____

Signature: _____

Title: VP, Operations

Title: _____

Date: _____