

## Terms of Use Agreement - Optm Advisor

This Terms of Use Agreement ("Agreement") is between Optm Canada Inc. and the individual or company that has executed this Agreement ("You", "Your" or "Customer"). This Agreement sets forth the terms and conditions that govern orders placed by You for Optm Advisor and does not apply for NetMRIAdvisor orders. Orders placed by You for NetMRIAdvisor shall be governed by separate terms and conditions established by Infoblox Inc.

1. **TERMS OF USE.** You are entitled to use Optm Advisor in accordance with this Agreement and Your purchase order ("Order") with Optm Canada Inc. or an authorized Optm Canada Inc. reseller. If any provision in Your Order conflicts with the terms of this Agreement, this Agreement takes precedence unless otherwise agreed to in writing. Optm Advisor is made available for download solely for use by You according to this Agreement. Any reproduction or redistribution of Optm Advisor not in accordance with this Agreement is expressly prohibited by law, and may result in severe civil and criminal penalties. You are entirely responsible for maintaining the confidentiality of Your password and account for Your use of Optm Advisor, and for all activities by any user(s) who may access Optm Advisor with Your account details. You agree to notify Optm Canada Inc. immediately of any unauthorized use or any other breach of security. Optm Canada Inc. will not be liable for any loss that You may incur as a result of someone else using Your password or account, either with or without Your knowledge.

You do not have any license or right to use any patch, update, upgrade or additional module unless You have a valid license to Optm Advisor and have paid all applicable fees. Use of patches, updates, and upgrades, or additional module is limited to the extent of which You are the original end user licensee or transferee authorized by Optm Canada Inc..

2. **MODIFICATION OF THESE TERMS OF USE.** Optm Canada Inc. may, at its sole discretion, modify this Agreement from time to time. Such changes, modifications, additions or deletions shall be effective immediately. You are responsible for regularly reviewing these terms and conditions. Your continued use of Optm Advisor following any revision to this Agreement constitutes Your complete and irrevocable acceptance of any and all such changes. This Agreement may not be amended, waived, or modified except in a written agreement signed by a duly authorized representative of Customer and Optm Canada Inc..
3. **OWNERSHIP & LICENSE TO USE.** With the exception of any third party components, Optm Canada Inc. retains all ownership and intellectual property rights to Optm Advisor. Optm Advisor is licensed, not sold, and Optm Canada Inc. reserves all rights to the software not expressly granted by Optm Canada Inc., whether by implication, estoppel, or otherwise. Except as expressly permitted by this Agreement, Customer shall not, nor permit anyone else to:
  - a) circumvent or bypass any technological protection measures in or relating to Optm Advisor;
  - b) disassemble, decompile, decrypt, hack, exploit, or reverse engineer Optm Advisor;
  - c) modify, translate, or create any derivative works based upon Optm Advisor;

- d) publish, copy, rent, lease, sell, export, import, distribute, lend, transmit, license or otherwise transfer Optm Advisor, in whole or in part, unless Optm Canada Inc. expressly authorizes You to do so;
- e) remove or alter any copyright, trademark, or other proprietary notices, legends, symbols, or labels appearing on or in Optm Advisor;
- f) incorporate Optm Advisor or any portion thereof into any other compilations, materials, products, or services, or use Optm Advisor for production purposes;
- g) perform, or release the results of, benchmark tests or other comparisons of Optm Advisor with other software or systems; or
- h) use Optm Advisor for any unauthorized or illegal activity.

Without limiting the foregoing, copying or reproduction of Optm Advisor to any other server or location for further reproduction or redistribution is expressly prohibited, unless such reproduction or redistribution is expressly permitted by a duly authorized representative of Optm Canada Inc. in writing.

4. **USAGE AUDIT.** Your Optm Advisor Order provides coverage for a specific quantity of network devices. Optm Canada Inc. may at its sole discretion audit Your usage of Optm Advisor. In the event that the quantity of network devices under management by You increases above the quantity described on Your Order, Optm Canada Inc. will provide You with written notice of the overage. Optm Canada Inc. may at its sole discretion: (a) elect to charge You an additional fee for the quantity of network devices over and above the quantity described on Your Order; or (b) require You to reduce Your usage to the specific quantity of network devices described on Your Order within 30 days. Any additional fees will be calculated on a prorated basis from the date of audit to the end of Your Term.
5. **CONFIDENTIALITY.** The source code, related software and data available as part of or derived from Optm Advisor constitute Optm Canada Inc.'s confidential information. Customer shall protect such information with the same degree of care that it normally uses to protect its own confidential information from unauthorized use or disclosure, but in no event less than a reasonable degree of care. The information shall not be provided or disclosed to anyone except those employees, service providers and contractors of Customer with a need to know in connection with the performance of their obligations to Customer who are bound by similar terms of confidentiality.
6. **SERVICE DESCRIPTION.** Optm Advisor is a subscription service. The information, rules and policies updates provided by Optm Advisor are best effort and dependent upon the source information (Network equipment manufacturers and/or other sources) and various security feeds providing the information being up to date.
7. **NO GUARANTEE/WARRANTY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, OPTM CANADA INC., AND OUR AFFILIATES, RESELLERS, SUPPLIERS AND VENDORS, MAKE NO AND DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, GUARANTEES OR CONDITIONS WITH RESPECT TO YOUR USE OF OPTM CANADA INC. ADVISOR. WITHOUT LIMITING THE FOREGOING, OPTM CANADA INC. EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON- INFRINGEMENT. YOU

UNDERSTAND THAT USE OF OPTM ADVISOR IS AT YOUR OWN RISK AND THAT WE PROVIDE OPTM ADVISOR ON AN "AS IS," "AS AVAILABLE" BASIS "WITH ALL FAULTS". OPTM CANADA INC. DOES NOT GUARANTEE THE ACCURACY OR TIMELINESS OF INFORMATION AVAILABLE FROM OPTM ADVISOR.

Optm Canada Inc. has not authorized any party to make any representation, warranty or obligations on behalf of Optm Canada Inc..

8. **LIMITATION OF LIABILITY AND INDEMNITY.** OPTM CANADA INC.'S ENTIRE LIABILITY FOR ALL CLAIMS RELATED TO THIS AGREEMENT WILL NOT EXCEED THE AGGREGATE AMOUNT PAID OR PAYABLE TO OPTM CANADA INC. FOR OPTM ADVISOR IN THE PAST 12 MONTHS, REGARDLESS OF THE BASIS OF THE CLAIM. THIS LIMIT APPLIES COLLECTIVELY TO OPTM CANADA INC., ITS SUBSIDIARIES, OFFICERS, AGENTS, EMPLOYEES, PARTNERS, CONTRACTORS, SUPPLIERS, RESELLERS AND AFFILIATES. OPTM CANADA INC. WILL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, INDIRECT, OR ECONOMIC CONSEQUENTIAL DAMAGES, OR LOST PROFITS, BUSINESS, VALUE, REVENUE, GOODWILL OR ANTICIPATED SAVINGS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY. YOU HEREBY AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS OPTM CANADA INC., ITS SUBSIDIARIES, OFFICERS, AGENTS, EMPLOYEES, PARTNERS, CONTRACTORS, SUPPLIERS, RESELLERS AND AFFILIATES, FROM AND AGAINST ANY CLAIM, LIABILITY, INJURY, DAMAGE, LOSS OR EXPENSE (INCLUDING REASONABLE LEGAL FEES) INCURRED AS A RESULT OF, ARISING FROM, OR RELATING TO YOUR USE OF OPTM ADVISOR, OR YOUR VIOLATION OF THIS AGREEMENT. THE FOREGOING LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE

To the extent the laws of a territory limits or precludes the exclusion of implied warranties, or the limitation of damages, such implied warranties or damage quantum will be limited to the fullest extent permitted by law.

9. **TERM.** This Agreement is valid for Your Optm Advisor Order purchased from Optm Canada Inc. or an authorized Optm Canada Inc. reseller. The effective date will begin upon shipment or issuance of activation instructions for Optm Advisor ("Effective Date"). The term shall commence on the Effective Date for a period of one (1) year unless otherwise stated in Your Order ("Term"). You may stop using Optm Advisor at any time. Termination of Your account does not relieve You of any obligation to pay any outstanding fees.
10. **SUSPENSION, TERMINATION AND CANCELLATION.** Notwithstanding anything else herein to the contrary, and without limiting Optm Canada Inc.'s other remedies in law or equity, Optm Canada Inc. may, in Optm Canada Inc.'s sole discretion, immediately issue a warning, temporarily suspend, indefinitely suspend or terminate Your ability to access Optm Advisor and/or terminate this Agreement, without notice or liability, for reasons including, but not limited to: (a) You breach this Agreement or any other agreement between Optm Canada Inc. and You; (b) Optm Canada Inc. is unable to verify or authenticate any information You provide (which Optm Canada Inc. has no duty to do but may pursue in its sole and absolute discretion); or (c) Optm Canada Inc. believes, in its sole and absolute discretion, that Your actions may cause, result in or carry a risk of legal liability for You,

Optm Canada Inc. or any third party. Upon termination of this Agreement, any provision of this Agreement that by its terms imposes continuing obligations on You shall survive the termination of this Agreement.

11. **REFUND POLICY.** Optm Canada Inc. does not give credits or refunds for any prepaid, one-time charges, or other charges already due or paid. In the event that You terminate or breach this Agreement, You will forfeit Your right to any and all payments You may have made for Optm Advisor.
12. **NON-ASSIGNMENT.** You may not assign or otherwise transfer this Agreement or Your rights and obligations, in whole or in part, without the prior written consent of Optm Canada Inc.
13. **PRODUCT CHANGES.** During the Term, Optm Canada Inc. may at any time, without notice and at its sole and absolute discretion, update or modify any characteristics of Optm Advisor.
14. **FORCE MAJEURE.** Neither party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to events which are beyond the reasonable control of such party, including, but not limited to, any strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or of telecommunications or data networks or services, or refusal of approval or a license by a government agency.
15. **GOVERNING LAW AND JURISDICTION.** Any disputes arising out of or relating to the Terms of this Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein without regard to conflict of law principles thereof and without regard to the United Nations Convention on Contract for the International Sale of Goods. You agree to submit to the jurisdiction of the courts of Ontario for the determination of any dispute arising from this Agreement.
16. **COMPLIANCE WITH APPLICABLE LAWS.** Optm Canada Inc. reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request. Each party is responsible for complying with: i) laws and regulations applicable to its business and content; and ii) import, export and economic sanction laws and regulations, including those of Canada and the United States that prohibit or restrict the export or re-export, or transfer of products, technology, services or data, directly or indirectly, to or for certain countries, or end users. Customer is responsible for its use of Optm Canada Inc. and non- Optm Canada Inc. products and services.
17. **NO UNLAWFUL OR PROHIBITED USE.** Without limiting the generality of any similar provisions, You will not use Optm Advisor for any purpose that is unlawful or prohibited by this Agreement. You may not use Optm Advisor in any manner that could damage, disable, overburden, or impair any Optm Canada Inc. server, or the network(s) connected to any Optm Canada Inc. server, or interfere with any other party's use and enjoyment of any Optm Canada Inc. services. You may not attempt to gain unauthorized access to any services, other accounts, computer systems or networks connected to any Optm Canada Inc. server through hacking, password mining or any other means. You may not

obtain or attempt to obtain any materials or information through any means not intentionally made available through Optm Advisor.

18. **INDEPENDENT CONTRACTOR.** Optm Canada Inc. is an independent contractor, not Your agent, joint venturer, partner, or fiduciary, and does not undertake to perform any of Your regulatory obligations, or assume any responsibility for Your business or operations. Each party is responsible for determining the assignment, direction, control and compensation of its personnel and contractors.
19. **WAIVER & ENFORCEABILITY.** Optm Canada Inc.'s failure to enforce any provision of this Agreement is not a waiver of its right to do so later.
20. **SEVERABILITY.** You and Optm Canada Inc. agree that if any term of this Agreement is found unlawful, void or unenforceable for any reason then that term shall be stricken to the minimum extent necessary to maintain the legality of the Agreement and the remainder of the term and this Agreement shall still be given full force and effect.
21. **HEADING.** The section headings used herein are for reference only and shall not be read to have any legal effect.
22. **ENTIRE AGREEMENT.** You agree that this Agreement, the information incorporated by written reference, and the applicable Order, is the complete Agreement for Optm Advisor ordered by You and supersedes all prior or contemporaneous agreements and representations, whether written or oral.

**By using Optm Advisor You acknowledge that You have read this Agreement, understood, and agree to be bound by this Agreement and all such terms and conditions. If You do not agree, You are not authorized to use Optm Advisor for any purpose.**