

END USER LICENSE AGREEMENT

Please carefully read this End User License Agreement (“EULA”) between you and DeviceVM, Inc. before you install or use the Software (defined below). BY INSTALLING OR USING THE SOFTWARE, YOU ARE ACCEPTING THE TERMS OF THIS EULA.

If you do not accept these terms, do not install or use the Software. The license grant hereunder is conditioned upon the terms of this EULA, and DEVICEVM is not willing to enter into this EULA if you are not willing to accept such terms.

DEFINITIONS

“**Documentation**” means electronic or printed materials that accompany the Software to provide instructions for installation, operation and use.

“**DEVICEVM**” means DeviceVM, Inc. and its successors and assigns.

“**Software**” means the DEVICEVM software, in object code format, that will be licensed to You if you accept the terms and conditions of this EULA.

“**You**” means you as an individual or the company or legal entity that will be utilizing the Software and that you represent as an employee or authorized agent.

“**Product**” means the hardware product in which the Software is embedded.

1. INTELLECTUAL PROPERTY PROTECTION

The Software and Documentation are owned by DEVICEVM and are protected by United States and international copyright and other intellectual property laws and international trade provisions. You acknowledge that the Software and Documentation contain unpublished information and embody valuable trade secrets proprietary to DEVICEVM. You agree to hold all such information and trade secrets in confidence. DEVICEVM reserves all rights in the Software and Documentation not expressly granted in this EULA. The license granted hereunder and your right to use the Software and Documentation terminate automatically if You violate any part of this EULA. In the event of termination, You must destroy the original and all copies of the Software and Documentation or return them to DEVICEVM.

2. LICENSE GRANT

Upon your acceptance of this EULA and provided You observe the terms of this EULA, DEVICEVM grants You a non-transferable, non-sublicensable, non-exclusive license to use the Software and Documentation only as integrated and embedded in the Product.

3. LICENSE RESTRICTIONS

Title to the Software (including any online user documentation, and software contained therein and all translations thereof) shall remain with DEVICEVM and shall not be transferred by You or any other party. Except as otherwise provided herein, You shall not (a) in whole or in part, copy, reproduce, transfer, create derivative works from, translate, reverse engineer, disassemble, decompile, or otherwise attempt to derive the Source Code, alter or modify the Software, or remove any portion thereof, nor shall You cause or permit any other person to do; (b) remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices placed or embedded by DEVICEVM on or in any Software or Documentation; or (c) sell, resell for a profit,

rent, lease or lend the Software or Documentation or use it for commercial time sharing, rental or service bureau use.

4. TRADEMARKS

You acknowledge and agree that DEVICEVM's Software and related logos and designs provided hereunder are the trademarks of DEVICEVM and that You shall not use DeviceVM's trademarks without DeviceVM's express prior written consent.

5. UPDATES AND UPGRADES

DEVICEVM may, from time to time in its sole discretion and without any obligation to do so, make updates and/or upgrades to the Software available via the Internet or other sources. All such updates and upgrades shall be deemed to be included within the definition of Software and shall be subject to the terms and conditions of this EULA. This EULA does not entitle you to any support, maintenance, assistance or the like, with respect to the Software or the Documentation.

6. TERMINATION

DeviceVM may immediately terminate this Agreement upon material breach of this Agreement. Upon termination or expiration of this Agreement: (a) all license rights granted hereunder will terminate and revert to DeviceVM; (b) You shall immediately discontinue use of the Software; and (c) within ten days thereafter, You shall either return to DeviceVM all copies of the Software, or certify in writing to DeviceVM that all copies or portions of such Software and Documentation have been destroyed.

7. DISCLAIMER OF WARRANTIES

THE SOFTWARE AND ANY UPDATES OR UPGRADES ARE PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND. DEVICEVM DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY OTHERWISE ARISING OUT OF ANY SAMPLE, SPECIFICATION OR PROPOSAL. DEVICEVM DOES NOT GUARANTEE THAT THE SOFTWARE IS FREE OF DEFECTS, WILL RUN ERROR-FREE OR UNINTERRUPTED OR WILL MEET YOUR REQUIREMENTS OR THAT DEVICEVM WILL CORRECT ALL PROGRAM ERRORS. SOME LAWS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO TO THAT EXTENT THIS LIMITATION MAY NOT APPLY TO YOU. DEVICEVM FURTHER DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES REGARDING LACK OF VIRUSES, ACCURACY OR COMPLETENESS OF RESPONSES, RESULTS, SATISFACTORY QUALITY, LACK OF NEGLIGENCE AND LACK OF WORKMANLIKE EFFORT.

8. LIMITATION OF LIABILITY

IN NO EVENT SHALL DEVICEVM BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION, OR OTHER PECUNIARY LOSS) ARISING

OUT OF THE USE OR INABILITY TO USE THE PRODUCT OR THE PERFORMANCE, INTERRUPTION OR FAILURE OF THE PRODUCT, IRRESPECTIVE OF THE CAUSE OF ACTION, EVEN IF DEVICEVM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO TO THAT EXTENT THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. You acknowledge and agree that it is the intention of DEVICEVM to give its third party licensors and suppliers the benefit of the covenants made by You in this EULA, and You agree that the limitations of liability and disclaimers stated in this EULA also apply to DEVICEVM's licensors and suppliers as intended beneficiaries hereof.

YOU AGREE THAT IN ANY EVENT, DEVICEVM'S CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS EULA, INCLUDING, WITHOUT LIMITATION, FROM OR IN CONNECTION WITH THE LICENSE OR THE USE OR IMPROPER FUNCTIONING OF THE SOFTWARE (EACH, A "CLAIM"), WILL NOT EXCEED THE AMOUNT PAID BY YOU TO PURCHASE THE SOFTWARE. DEVICEVM'S THIRD PARTY SUPPLIERS AND LICENSORS WILL HAVE NO LIABILITY FOR ANY CLAIMS.

YOU AGREE THAT THE ABOVE LIMITATIONS OF LIABILITY APPLY REGARDLESS OF THE BASIS ON WHICH YOU ARE ENTITLED TO CLAIM, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT (INCLUDING, WITHOUT LIMITATION, FUNDAMENTAL BREACH) OR TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENT MISREPRESENTATION, PRODUCT LIABILITY OR OTHER FAULT OF DEVICEVM OR ITS THIRD PARTY SUPPLIERS AND LICENSORS), EVEN IF DEVICEVM OR ITS THIRD PARTY SUPPLIERS AND LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. YOU AGREE THAT THESE LIMITATIONS ON POTENTIAL LIABILITIES WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS EULA.

9. GENERAL

This EULA constitutes the entire agreement between You and DEVICEVM and supersedes any prior agreement concerning the Software and Documentation. DEVICEVM is not bound by any provision of any purchase order, receipt, acceptance, confirmation, correspondence, or otherwise, unless DEVICEVM specifically agrees to the provision in a written, executed document. If any provision of this EULA shall be held to be invalid, illegal or unenforceable, such provision shall be enforced to the maximum extent permitted by law and the remaining provisions shall not be affected. This EULA is governed by the laws of the State of California without reference to conflicts of laws provisions. You agree that all disputes arising out of or in connection with this EULA shall be subject to the exclusive jurisdiction of and venue in the federal and state courts within Santa Clara County, California, U.S.A., and You irrevocably consent to the personal and exclusive jurisdiction and venue of these courts. You may not assign or transfer this EULA or any rights or obligations under this EULA. Any assignment or transfer of this EULA made in contravention of the terms hereof shall be null and void. Subject to the foregoing, this EULA shall be binding on and inure to the benefit of the parties' respective successors and permitted

assigns. DEVICEVM may assign its rights under this EULA to its affiliates and to any successor by way of merger, acquisition, consolidation, reorganization or sale or all or substantially all of its assets which relate to this EULA, without action on your part, in which case references to DEVICEVM herein shall be deemed to refer to the assignee. You are responsible for the payment of any taxes, including your personal property taxes, arising from this EULA or your use of the Software and Documentation.

10. LIFE SUPPORT AND OTHER CRITICAL SYSTEMS

The Software shall not be used in connection with any system where malfunction can reasonably be expected to result in personal injury, death or damage to property, environment or business. Without limiting the foregoing, the Software shall not be used in connection with any life support system. You agree to hold DEVICEVM and its officers, directors, employees, affiliates and licensors harmless from any claims or losses resulting from any of the foregoing uses of the Software.

11. EXPORT CONTROLS

You shall not export or re-export the Software in violation of any law, regulation, order or other governmental requirement (including, without limitation, the U.S. Export Administration Act, regulations of the U.S. Department of Commerce and other export controls). You shall, at your own expense, comply with all applicable laws, ordinances, regulations, rules and other requirements of all applicable governmental authorities in connection with this EULA. The Software and the underlying information and technology may not be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iraq, Libya, Yugoslavia, North Korea, Iran, Syria or any other country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the Software, You are agreeing to the foregoing and You represent and warrant that You are not located in, under the control of, or a national or resident of any such country or on any such list.

12. U.S. GOVERNMENT RESTRICTED RIGHTS

The Software and Documentation are considered to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (JUNE 1995), the Software is provided to U.S. Government End Users (a) only as a commercial end item and (b) with only those rights as are granted to all other End Users pursuant to the terms and conditions herein.