NOTICE TO USER: PLEASE READ THIS CONTRACT CAREFULLY. BY USING ALL OR ANY PORTION OF THE SOFTWARE YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING, IN PARTICULAR THE LIMITATIONS ON: USE CONTAINED IN SECTION 2; TRANSFERABILITY IN SECTION 4; WARRANTY IN SECTION 5; AND LIABILITY IN SECTION 7. YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. IF YOU DO NOT AGREE, DO NOT USE THIS SOFTWARE. IF YOU ACQUIRED THE SOFTWARE ON TANGIBLE MEDIA (e.g. CD) WITHOUT AN OPPORTUNITY TO REVIEW THIS LICENSE AND YOU DO NOT ACCEPT THIS AGREEMENT DO NOT USE THIS SOFTWARE.

- 1. Definitions. "Software" means (a) all of the contents of the files, disk(s), CD-ROM(s) or other media with which this Agreement is provided, including but not limited to (i) Codehost or third party computer information or software; (ii) related explanatory written materials or files ("User Manual"); and (iii) fonts; and (b) upgrades, modified versions, updates, additions, and copies of the Software, if any, licensed to you by Codehost (collectively, "Updates"). "Use" or "Using" means to access, install, download, copy or otherwise benefit from using the functionality of the Software in accordance with the Documentation. "Permitted Number" means one (1) unless otherwise indicated under a valid license (e.g. volume license) granted by Codehost. "Computer" means an electronic device that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions. "Codehost" means Codehost, Inc., 300 Corporate Pointe #383, Culver City, California, 90230.
- 2. Software License. As long as you comply with the terms of this End User License Agreement (this "Agreement"), Codehost grants to you a non-exclusive license to Use the Software for the purposes described in the User Manual. Some third party materials included in the Software may be subject to other terms and conditions, including the General Public License, which are typically found in a "Read Me" file located near such materials.
- 2.1. General Use. You may install and Use a copy of the Software on your compatible computer.
- 2.2 Backup Copy. You may make one backup copy of the Software, provided your backup copy is not installed or used on any computer. You may not transfer the rights to a backup copy unless you transfer all rights in the Software as provided under Section 4.
- 3. Intellectual Property Rights. The Software and any copies that you are authorized by Codehost to USE are the intellectual property of and are owned by Codehost, Inc., and its suppliers, with the exception of any code that falls under the GNU General Public License (please refer to section 13 of the End User License Agreement). Aside from open-source code, the structure, organization and code of the Software are the valuable trade secrets and confidential information of Codehost, Inc. The Software is protected by copyright, including without limitation by United States Copyright Law, international treaty provisions and applicable laws in the country in which it is being used. You may not copy the Software, except as set forth in Section 2 ("Software License"). Any copies that you are permitted to make pursuant to this Agreement must contain the same copyright and other proprietary notices that appear on or in the Software. Unless specifically and expressly permitted by Codehost or a valid open-source license, you agree not to modify, adapt or translate the Software. You also agree not to reverse engineer, decompile,

disassemble or otherwise attempt to discover the source code of the non-open source Software except to the extent you may be (1) expressly permitted to decompile under applicable law (please refer to section 14), or (2) it is essential to do so in order to achieve operability of the Software with another software program, and (3) you have first requested Codehost to provide the information necessary to achieve such operability and Codehost has not made such information available. Codehost has the right to impose reasonable conditions and to request a reasonable fee before providing such information. Any information supplied by Codehost or obtained by you, as permitted hereunder, may only be used by you for the purpose described herein and may not be disclosed to any third party or used to create any software which is substantially similar to the expression of the Software. Requests for information should be directed to the Codehost Customer Support Department. Trademarks shall be used in accordance with accepted trademark practice, including identification of trademarks owners' names. Trademarks can only be used to identify printed output produced by the Software and such use of any trademark does not give you any rights of ownership in that trademark. Except as expressly stated herein, this Agreement does not grant you any intellectual property rights in the Software and all rights not expressly granted herein are reserved by Codehost.

- 4. Transfer. You may not, rent, lease, sublicense or authorize all or any portion of the Software to be copied onto another user's computer except as may be expressly permitted herein. You may, however, transfer all your rights to Use the Software to another person or legal entity provided that: (a) you also transfer each this Agreement, the Software and all other software or hardware bundled or pre-installed with the Software, including all copies, Updates and prior versions, and all copies of font software converted into other formats, to such person or entity; (b) you retain no copies, including backups and copies stored on a computer; and (c) the receiving party accepts the terms and conditions of this Agreement and any other terms and conditions upon which you legally purchased a license to the Software. Notwithstanding the foregoing, you may not transfer education, pre-release, or not for resale copies of the Software.
- 5. NO WARRANTY. The Software is being delivered to you "AS IS" and Codehost makes no warranty as to its use or performance. CODEHOST AND ITS SUPPLIERS DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE. EXCEPT FOR ANY WARRANTY, CONDITION, REPRESENTATION OR TERM TO THE EXTENT TO WHICH THE SAME CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY LAW APPLICABLE TO YOU IN YOUR JURISDICTION, CODEHOST AND ITS SUPPLIERS MAKE NO WARRANTIES CONDITIONS, REPRESENTATIONS, OR TERMS (EXPRESS OR IMPLIED WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE) AS TO ANY MATTER INCLUDING WITHOUT LIMITATION NONINFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, INTEGRATION, SATISFACTORY QUALITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.
- 6. Pre-release Product Additional Terms. If the product you have received with this license is pre-commercial release or beta Software ("Pre-release Software"), then the following Section applies. To the extent that any provision in this Section is in conflict with any other term or condition in this Agreement, this Section shall supercede such other term(s) and condition(s) with respect to the Pre-release Software, but only to the extent necessary to resolve the conflict. You acknowledge that the Software is a pre-release version, does not represent final product from Codehost, and may contain bugs, errors and other problems that could cause system or other failures and data loss. Consequently, the Pre-release Software is provided to you "AS-IS", and Codehost disclaims any warranty or liability obligations to you of any kind. WHERE LEGALLY LIABILITY

CANNOT BE EXCLUDED FOR PRE-RELEASE SOFTWARE, BUT IT MAY BE LIMITED, CODEHOST'S LIABILITY AND THAT OF ITS SUPPLIERS SHALL BE LIMITED TO THE SUM OF FIFTY DOLLARS (U.S. \$50) IN TOTAL. You acknowledge that Codehost has not promised or guaranteed to you that Pre-release Software will be announced or made available to anyone in the future, that Codehost has no express or implied obligation to you to announce or introduce the Pre-release Software and that Codehost may not introduce a product similar to or compatible with the Pre-release Software. Accordingly, you acknowledge that any research or development that you perform regarding the Pre-release Software or any product associated with the Pre-release Software is done entirely at your own risk. During the term of this Agreement, if requested by Codehost, you will provide feedback to Codehost regarding testing and use of the Pre-release Software, including error or bug reports. If you have been provided the Pre-release Software pursuant to a separate written agreement, your use of the Software is also governed by such agreement. You agree that you may not and certify that you will not sublicense, lease, loan, rent, or transfer the Pre-release Software. Upon receipt of a later unreleased version of the Pre-release Software or release by Codehost of a publicly released commercial version of the Software, whether as a stand-alone product or as part of a larger product, you agree to return or destroy all earlier Pre-release Software received from Codehost and to abide by the terms of the End User License Agreement for any such later versions of the Pre-release Software. Notwithstanding anything in this Section to the contrary, if you are located outside the United States of America, you agree that you will return or destroy all unreleased versions of the Pre-release Software within thirty (30) days of the completion of your testing of the Software when such date is earlier than the date for Codehost's first commercial shipment of the publicly released (commercial) Software.

- 7. LIMITATION OF LIABILITY. IN NO EVENT WILL CODEHOST OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY DAMAGES, CLAIMS OR COSTS WHATSOEVER OR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF A CODEHOST REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS OR FOR ANY CLAIM BY ANY THIRD PARTY. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN YOUR JURISDICTION. CODEHOST'S AGGREGATE LIABILITY AND THAT OF ITS SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID FOR THE SOFTWARE, IF ANY. Nothing contained in this Agreement limits Codehost's liability to you in the event of death or personal injury resulting from Codehost's negligence or for the tort of deceit (fraud). Codehost is acting on behalf of its suppliers for the purpose of disclaiming, excluding and/or limiting obligations, warranties and liability as provided in this Agreement, but in no other respects and for no other purpose. For further information, please see the jurisdiction specific information at the end of this Agreement, if any, or contact Codehost's Customer Support Department.
- 8. Export Rules. You agree that the Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations (collectively the "Export Laws"). In addition, if the Software is identified as export controlled items under the Export Laws, you represent and warrant that you are not a citizen, or otherwise located within, an embargoed nation (including without limitation Iran, Iraq, Syria, Sudan, Libya, Cuba, North Korea, and Serbia) and that you are not otherwise prohibited under the Export Laws from receiving the Software. All rights to Use the Software are granted on condition that such rights are forfeited if you fail to comply with the terms of this Agreement.

- 9. Governing Law. This Agreement will be governed by and construed in accordance with the substantive laws in force in the State of California. This Agreement will not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.
- 10. General Provisions. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms. This Agreement shall not prejudice the statutory rights of any party dealing as a consumer. This Agreement may only be modified by a writing signed by an authorized officer of Codehost. Updates may be licensed to you by Codehost with additional or different terms. This is the entire agreement between Codehost and you relating to the Software and it supersedes any prior representations, discussions, undertakings, communications or advertising relating to the Software.
- 11. Notice to U.S. Government End Users. The Software and Documentation are "Commercial Items," as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §\$227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States. Codehost, Inc., 300 Corporate Pointe #383,
- Culver City, California, 90230, USA. For U.S. Government End Users, Codehost agrees to comply with all applicable equal opportunity laws including, if appropriate, the provisions of Executive Order 11246, as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 (38 USC 4212), and Section 503 of the Rehabilitation Act of 1973, as amended, and the regulations at 41 CFR Parts 60–1 through 60–60, 60–250, and 60–741. The affirmative action clause and regulations contained in the preceding sentence shall be incorporated by reference in this Agreement.
- 12. Compliance with Licenses. If you are a business or organization, you agree that upon request from Codehost or Codehost's authorized representative, you will within thirty (30) days fully document and certify that use of any and all Software at the time of the request is in conformity with your valid licenses from Codehost.
- 13. Exceptions. Any portion of the Software or any software distributed alongside, attached to or part of the Software that is governed by the GNU, General Public License or any license other than this Agreement, shall abide by the provisions of such relevant licenses and agreements. All such known licenses and agreements are typically provided in the "Read Me" file.
- If you have any questions regarding this Agreement or if you wish to request any information from Codehost please use the address and contact information included with this product to contact the Codehost office serving your jurisdiction.

Codehost and BrightQ are either registered trademarks or filed trademarks

of Codehost, Inc. in the United States and/or other countries. 04/22/2015