

**ELECTRIC CLOUD, INC.
EVALUATION LICENSE AGREEMENT**

PLEASE CAREFULLY READ THE FOLLOWING AGREEMENT. This is a legal agreement between you as an individual or the single business entity that you represent ("Licensee") and Electric Cloud, Inc., ("Electric Cloud"). By clicking below, you represent that you have the authority to bind Licensee to the terms of this Agreement.

This Agreement is entered into as of the date you click "I accept the terms of the license agreement" below (the "Effective Date"), and describes the terms and conditions pursuant to which Electric Cloud will license to Licensee certain Electric Cloud proprietary Software (as defined below).

BY CLICKING BELOW ON "I ACCEPT THE TERMS OF THE LICENSE AGREEMENT," YOU ARE ACCEPTING ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT ON BEHALF OF LICENSEE. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT, CLICK BELOW ON "I DO NOT ACCEPT THE TERMS OF THE LICENSE AGREEMENT."

In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

1. Grant of Limited License. Subject to all the terms of this Agreement, Electric Cloud grants Licensee a nonsublicensable, nontransferable, nonexclusive, limited right to use the software identified on the online application form preceding the online presentation of this Agreement ("Software") in the nonsource code form provided by Electric Cloud, solely for Licensee's internal evaluation and testing purposes, solely during the term of this Agreement, as identified on the online application form preceding the online presentation of this Agreement (the "Term"). Licensee acknowledges that the Software and documentation contain valuable and proprietary trade secret information, which is owned exclusively by Electric Cloud. The Software is licensed only, and not sold; Electric Cloud retains ownership of all right, title and interest in and to the Software, documentation and any derivatives thereof, including without limitation all intellectual property rights therein.

2. Restrictions. Licensee shall use the Software only as expressly licensed above and only in accordance with the documentation provided by Electric Cloud. Licensee will maintain the copyright notice and any other notices that appear on any Software on any copies and any media. Licensee shall not (and shall not allow any third party within Licensee's control to) (i) modify or create derivative works of the Software without the express written consent of Electric Cloud; (ii) reverse engineer or attempt to discover any source code or underlying ideas or algorithms of any Software (except to the extent that applicable law prohibits reverse engineering restrictions); (iii) provide, lease, lend, use for timesharing or service bureau purposes or otherwise use or allow others to use the Software for the benefit of any third party; or (iv) use any Software, or allow the transfer, transmission, export, or re-export of any Software or portion thereof in violation of any export control laws or regulations administered by the U.S. Commerce Department, OFAC, or any other U.S. or foreign government entity. All the limitations and restrictions on Software in this Agreement also apply to documentation provided by Electric Cloud.

3. Term; Termination. The term of this Agreement shall be sixty days from the Effective Date or as otherwise identified on the online application form preceding the online presentation of this Agreement. This Agreement may be terminated by Electric Cloud due to Licensee's material breach, if such breach remains uncured for ten days following written notice to Licensee. Upon termination or expiration, or if a license ceases to be effective, Licensee shall immediately cease all use of the Software and return or destroy all copies of the Software, documentation and all portions thereof and certify such destruction to Electric Cloud. This Section 3 and Sections 4, 5, 6 and 7 shall survive termination of this Agreement. Termination is not an exclusive remedy and all other remedies will be available whether or not termination occurs.

4. Disclaimer of Warranties. The parties acknowledge that the Software is experimental in nature and that the Software is provided "AS IS" and may not be functional on all machines or in all environments. ELECTRIC CLOUD DISCLAIMS ALL WARRANTIES RELATING TO THE SOFTWARE, EXPRESS OR IMPLIED,

INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES AGAINST INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. Limitation of Liability. EXCEPT FOR A BREACH OF SECTION 2 OR 6, NEITHER PARTY SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY (A) FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, OR (B) FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO LOSS OF REVENUES AND LOSS OF PROFITS. NEITHER PARTY SHALL BE RESPONSIBLE FOR ANY MATTER BEYOND ITS REASONABLE CONTROL. ELECTRIC CLOUD SHALL NOT HAVE ANY LIABILITY FOR DIRECT DAMAGES UNDER THIS AGREEMENT.

6. Confidentiality. Neither party shall use or disclose to any person or entity, directly or indirectly, without the prior approval of the other party, the terms of this Agreement or any non-public information related to the business of the other party obtained by virtue of this Agreement (including without limitation source code, security, any test or evaluation results, and customer information) ("Confidential Information"), except on a confidential basis to its business, legal and financial advisors on a need to know basis who are subject to confidentiality obligations at least as restrictive as the terms of this paragraph or as required to be disclosed under applicable law or by legal process, provided the non-disclosing party: (i) provides prompt written notice to the disclosing party to enable it to seek a protective order or prevent disclosure, (ii) only discloses that portion of the Confidential Information required to be disclosed pursuant to such order, and (iii) ensures that any Confidential Information disclosed shall still be afforded the protection of this paragraph to the extent it does not become publicly available as a result of such disclosure. Each party will be responsible for any breach by its advisors. Licensee shall not disclose to any third party any results or information related to its evaluation or testing of the Software, except with Electric Cloud's express prior written consent in each case. There will be no restriction on the use of information: known to the general public through no improper action or inaction by the non-disclosing party or its advisors, known already by the non-disclosing party without restriction prior to receipt from the disclosing party, already in possession of the non-disclosing party, later lawfully obtained from a source other than the disclosing party without restriction, or independently developed by the non-disclosing party without use of the disclosing party's Confidential Information. Nothing in this Agreement shall relieve either party of its obligations under any separate non-disclosure agreement between the parties, including any required procedures for handling customer data or other similarly sensitive information.

7. Miscellaneous. Neither this Agreement nor the licenses granted hereunder are assignable or transferable by Licensee, whether by operation of law or otherwise, without the prior written consent of Electric Cloud; any attempt to do so shall be void. Electric Cloud may assign this Agreement without consent to any acquiror of all or substantially all of Electric Cloud's assets, equity or business to which this Agreement relates, with written notice to Licensee. Any notice, report, approval or consent required or permitted hereunder shall be in writing and delivered via registered mail or international overnight courier to the address set forth above. No failure or delay in exercising any right hereunder will operate as a waiver thereof, nor will any partial exercise of any right or power hereunder preclude further exercise. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of California without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods. Any action arising from this Agreement shall be brought in the state and Federal courts located in Santa Clara County, California, U.S.A. Any waivers or amendments shall be effective only if made in writing. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. The prevailing party in any action to enforce this Agreement will be entitled to recover its attorney's fees and costs in connection with such action. Licensee represents that it is not a government agency and it is not acquiring this evaluation license pursuant to a government contract or with government funds.