

END USER LICENSE AGREEMENT

This End User License Agreement ('License') is a legal agreement between you and Aven International Inc. ("Aven") governing your use of any software and associated materials provided with or through Aven products ('Software') including any revisions, updates, or modifications to it.

PLEASE READ THIS LICENSE CAREFULLY BEFORE USING THE SOFTWARE. THIS LICENSE PROVIDES IMPORTANT INFORMATION CONCERNING THE SOFTWARE, PROVIDES YOU WITH A LICENSE TO USE THE SOFTWARE AND CONTAINS WARRANTY AND LIABILITY INFORMATION. BY USING THE SOFTWARE, YOU (EITHER ON YOUR OWN BEHALF OR ON BEHALF OF ANOTHER PERSON OR LEGAL ENTITY AS ITS AUTHORIZED REPRESENTATIVE) ARE ACCEPTING THE SOFTWARE "AS IS" AND AGREEING TO BE BOUND BY THE TERMS OF THIS LICENSE. IN NO EVENT WILL AVEN BE HELD LIABLE FOR ANY DAMAGES ARISING FROM THE USE OF THIS SOFTWARE. IF YOU DO NOT ACCEPT THIS LICENSE, DO NOT USE THE SOFTWARE.

BY PROCEEDING TO INSTALL OR USE THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE WITH THE TERMS OF THIS LICENSE, DO NOT DOWNLOAD OR USE THE SOFTWARE.

1. License

Aven grants you a non-exclusive, perpetual, irrevocable, worldwide, transferable, royalty-free license to install and use the Software on your devices for use with Aven products. The Software is licensed to you and Aven retains all ownership, right, title and interest in, to and of the Software and all copies of it. This license provides you limited rights to use the Software. The Software is restricted to use solely with Aven products. You may make a reasonable number of copies of the Software for internal use, provided you also reproduce on such copies any copyright, trademark or other proprietary markings and notices contained in the Software and do not remove any such marks from the original. All rights not specifically granted in this license, including domestic and international copyrights, are reserved by Aven. You may use the Software only as expressly permitted in this License. In doing so, you must comply with any technical limitations in the Software that only allow you to use it in certain ways.

2. Prohibited uses

You may not

- use, copy, modify, transmit, adapt, vary, or create derivative works based on the Software in whole or part,

- rent, lease, sub-license, sell or otherwise transfer the Software to any third party or allow it to be accessed by or copied onto another person's device unless they agree to abide by the terms of this License.,
- translate, reverse engineer, decompile, or disassemble the Software; or
- use any access software system to search the data in the Software other than the Software provided under this License.

No right, title, or interest in or to any Aven trademark, service mark, trade name, or logo of Aven or its licensors is granted under this License.

3. Intellectual property rights

The Software is protected by copyright, trade secret and other intellectual property laws, and all intellectual property rights in them belong to Aven or its third-party licensors, as applicable.

The Software contains trade secret and proprietary information owned by Aven or its third-party licensors and is protected by copyright laws and international trade provisions. You must treat the Software like any other copyrighted material. You may not copy or distribute the Software electronically or otherwise, for any purpose. All techniques, algorithms and processes contained in the Software or any modification or extraction thereof constitute trade secrets and/or proprietary information of Aven or its third-party licensors and will be protected by this License.

The Aven logo, Software name and other support materials are either patented, copyrighted, trademarked, or owned by Aven as trade secrets or proprietary information.

All rights in any third-party software, including all ownership rights are reserved and remain with such third parties. You agree that such third parties may enforce their rights against you directly in their own name. Aven is not liable for your failure to comply with any applicable local, state, national and foreign laws, treaties and regulations or any contracts, rules, policies, or procedures applicable to your use of any third-party software.

4. Warranty

THE SOFTWARE IS LICENSED "AS-IS." YOU BEAR THE RISK OF USING IT. AVEN GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. AVEN DOES NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS OBTAINED BY YOU IN USING THE SOFTWARE INCLUDING ANY FEATURE EMBEDDED THEREIN, OR THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE OR BUG FREE. OTHER THAN ANY EXPRESS WARRANTIES SET FORTH IN THIS LICENSE, AVEN EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AND FURTHER EXPRESSLY EXCLUDES ANY WARRANTY OF NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY.

5. Indemnification

You shall indemnify, defend and hold harmless Aven against any claims including costs and reasonable attorney's fees that were submitted by any third party, in which Aven is named as a result of the negligent or intentional acts or failure to act by you, or arising from or relating to your failure to comply with this License. Your indemnification obligation is contingent upon Aven providing you with prompt written notice of such claim, information, and all reasonable assistance in the defense of such action.

6. Limitation on Liability

AVEN'S LIABILITY ARISING OUT OF OR RELATED TO THIS LICENSE WILL NOT EXCEED THE PURCHASE PRICE OF THE SOFTWARE. AVEN SHALL UNDER NO MEANS BE LIABLE TO YOU FOR ANY ACTION ARISING UNDER THIS LICENSE REGARDLESS OF THE FORM OF ACTION AND WHETHER IN TORT, CONTRACT OR OTHER FORM OF LIABILITY, INCLUDING, WITHOUT LIMITATION, FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOST DATA, LOST PROFITS, OPPORTUNITIES OR CONTRIBUTIONS, LOSS OF USE, GOOD WILL, BUSINESS INTERRUPTION, COST OF COVER, OR OTHER PECUNIARY OR NON-PECUNIARY LOSS, HOWEVER ARISING, EVEN IF AVEN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Termination

Your license to use the Software under this License shall continue until it is terminated by either party. You may terminate this License at any time by discontinuing use of all or any of the Software and by destroying all copies of the Software in your possession and control. This license granted to you under this License terminates automatically if you breach any term of this License. Section 3, 4, 5, 6 and 8 shall survive the termination of this License.

8. General terms

This License shall be construed and enforced in accordance with the laws of the state of Michigan. Any disputes arising under or in connection with this License shall be exclusively presented in and determined by the courts of the state of Michigan in Washtenaw County (to the exclusion of others) and shall be subject to Michigan law (to the exclusion of others) without regard to its conflict of laws principles, the United Nations Convention on Contracts for the International Sale of Goods and any implementation of the Uniform Computer Information Transactions Act.

If the Software incorporates content owned by a third party, each such third party shall be a beneficiary of this License and shall be entitled to enforce the terms of the same. If the Software contains or is distributed with open source software or other third-party software

that may be covered by a different license. Aven's obligations set forth in this License do not extend to any such software. You agree that all such software shall be and shall remain subject to the terms and conditions under which it is provided. Any such software, and the notices, license terms and disclaimers applicable to such software shall be identified to you from time to time in writing (email or a notice visible within the Software to suffice).

Aven reserves the right to modify or change any of the terms and conditions of this License at any time and without prior notice. If Aven materially modifies this License, it will post the updated License on its website. By continuing to use the Software after Aven has posted a modification of this License, you agree to be bound by the modified License. If the modified License is not acceptable to you, your only recourse is to cease using the Software.

No terms or conditions set forth in any purchase order or other document provided by you to Aven shall be part of any agreement between Aven and you unless specifically accepted by Aven in writing. In case of any conflict between this License and any other agreements, the terms of this License will control. No modification of this License will be binding, unless in writing and signed by an authorized representative of each party. Any express waiver or failure to exercise promptly any right under this License will not create a continuing waiver or any expectation of non-enforcement. If any provision of this License shall for any reason be held illegal or unenforceable, such provision shall be deemed severable from the remaining provisions of this License and shall in no way affect or impair the validity or enforceability of the remaining provisions of this License, unless such omission would frustrate the intent of the parties, in which case this License may be reformed to give effect to the other provisions hereof.

Except as expressly provided by this License, this License constitutes the entire agreement between you and Aven with respect to your use of the Software.