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You may not access the Software Product if you are Motio's direct competitor, except with Motio's prior written consent. In addition, you may not access the Software Product for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

1. Definitions

For purposes of this Agreement, the following terms shall have the following meanings:

Documentation shall mean the user manuals and/or other documentation provided to you along with the Software Product, whether in tangible or electronic form.

Executable Code shall mean the fully compiled version of a software program that can be executed by a computer and used by an end-user without further compilation.

Intellectual Property Rights shall mean all copyrights, trademarks, service marks, trade secrets, patents, moral rights, contract rights, and other proprietary rights.

Service Bureau includes but is not limited to application service providers, hosting companies and Internet portals that would use the Software Product for the benefit of third party to third party transactions.

Source Code shall mean the human-readable version of a software program that can be compiled into Executable Code.

2. Acceptance

YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT BY SELECTING THE "ACCEPT" OPTION AND BY INSTALLING, USING, OR COPYING THE SOFTWARE PRODUCT. YOU MUST AGREE TO ALL OF THE TERMS OF THIS AGREEMENT BEFORE YOU WILL BE ALLOWED TO USE THE SOFTWARE PRODUCT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU MUST SELECT "DECLINE" AND YOU MUST NOT INSTALL, USE, OR COPY THE SOFTWARE PRODUCT.

3. License Grant and Term

Subject to your compliance with these terms, Motio grants you a non-exclusive license to install and use the Software Product consistent with these terms and related Documentation accompanying the Software Product during the period beginning on

the date of your acceptance of this Agreement and ending 365 days thereafter (“License Term”).

Motio may terminate this Agreement upon your material breach of this Agreement, which material breach has not been cured within thirty (30) days after receipt of written notice thereof. Upon expiration or termination of the License Term, some or all of the Software Product may cease to operate without prior notice. Upon any expiration or termination of the Agreement, the rights and licenses granted to you under this Agreement shall immediately terminate, and you shall immediately cease using the Software Product.

The provisions of Section 1 (Definitions), Section 5 (Restrictions on Use), Section 7 (Confidentiality), Section 8 (Proprietary Rights), Section 9 (Disclaimer of Warranties), Section 10 (Limitation of Liability), and any provisions which, by their nature, should survive the termination hereof, will survive the termination of the Agreement, howsoever caused, but this will not imply or create any continued right to use the Software Product after termination of the Agreement.

4. Restrictions on Transfer

Without first obtaining the express written consent of Motio, you may not assign your rights and obligations under this Agreement.

5. Restrictions on Use

You may not:

- a) use, copy, or install the Software Product on any system with more than one computer, or permit the use, copying, or installation of the Software Product by more than the licensed number of users, if restricted in Section 3 (License Grant and Term);
- b) modify, adapt, alter, or translate the Software Product unless you have requested, in writing, permission from Motio and such permission has been granted to you in writing from Motio;
- c) sell, distribute, transfer sublicense, lease, rent, or loan the Software Product to any third party;
- d) reverse engineer, decompile, disassemble, or otherwise attempt to derive the Software Product’s Source Code;
- e) circumvent technological measures intended to control access to the Software Product;
- f) develop, distribute, or use with the Software Product any products that circumvent the technological measures.
- g) use the Software Product in connection with the operations of a Service Bureau, in a time-sharing environment, or for the benefit of any third party; or
- h) use the Software Product except as expressly allowed under Section 3 (License Grant and Term).

These restrictions are not intended to restrict your ability to implement the provided interfaces but rather intended solely to prohibit unauthorized uses, alterations or modifications, or other changes of the Software Product.

6. Application Analytics

You acknowledge and agree that the Software Product may contain a feature that collects and reports the crash data, usage statistics, diagnostics information, and usage meta-information of the Software Product (“Usage Data”) to Motio. The feature may also collect and report non-identifying environmental data to Motio, including, but

not limited to, operating system, Software Product version, and/or unique device identifier(s) of the computer on which the Software Product is installed and/or information about environment size and components. The IP address from which the Usage Data and/or the non-identifying environmental data is received may also be collected and stored by Motio.

7. Confidentiality

You acknowledge that the Software Program contains valuable trade secrets and confidential information owned by Motio, including but not limited to the development status of the Software Program, the functionality of the Software Program, the appearance, content and flow of the Software Program's screens, the method and pattern of user interaction with the Software Program, and the content of the Documentation. Except as expressly allowed under this Agreement, you will not use or disclose the Software Program, Documentation, or any idea, algorithm, Source Code, or trade secrets of Motio in the Software or Documentation. Without in any way limiting the foregoing, you specifically acknowledge and agree that you shall not permit any third party, nor any employee, representative or agent thereof, that develops computer programs to have access to the Software Program or to any trade secrets and confidential information therein.

You shall use commercially reasonable efforts, which shall be no less stringent than those efforts that you use to protect your own software or other similar proprietary information, to prevent the Software Program or Documentation from being used or disclosed by any employee, agent, consultant or other person in any manner that would violate this Agreement.

You further agree to use commercially reasonable efforts to assist Motio in identifying and preventing any use or disclosure of the Executable Code or Source Code of the Software Program or Documentation or any of the ideas, algorithms, source code, or trade secrets contained therein.

Without limiting the foregoing obligation, you shall advise Motio immediately in the event that you learn or have reason to believe that any person who has had access to the Software Program or any portion thereof, as a result of this Agreement, has violated or intends to violate the terms of this Agreement.

8. Proprietary Rights

The Software Product and all worldwide Intellectual Property Rights therein, are the exclusive property of Motio. All right, title, and interest in the Software Product and all related materials, including all copyrights, trade secrets, and other intellectual property rights pertaining thereto, shall remain the property of Motio.

9. Disclaimer of Warranties

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10. Limitation of Liability

MOTIO SHALL NOT BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT, CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, OR ANY DAMAGES ARISING FROM ANY DATA LOSS OR CORRUPTION OF ANY KIND) ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING DAMAGES ARISING FROM YOUR USE OF THE SOFTWARE PROVIDED HEREUNDER. YOU ACKNOWLEDGE THAT THE NATURE OF THE SOFTWARE PROGRAM AND THE LACK OF LICENSE FEE ASSOCIATED WITH THIS AGREEMENT REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT MOTIO WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

11. Remedies

You acknowledge that the Software Product contains valuable trade secrets and proprietary information of Motio, that any actual or threatened breach of Section 5 (Restrictions on Use) or Section 7 (Confidentiality) will constitute immediate, irreparable harm to Motio for which monetary damages would be an inadequate remedy, that Motio shall, in the event of such a breach, be entitled to equitable relief, including injunctive relief, without the posting of any bond, in addition to any other remedies. If any legal action is brought to enforce this Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs and other collection expenses, in addition to any other relief it may receive.

12. Waivers

All waivers must be in writing. Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

13. Governing Law, Jurisdiction and Costs

This Agreement will be governed by the laws of the State of Texas as such laws apply to contracts between Texas residents performed entirely within Texas. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any action or proceeding arising from or relating to this Agreement must be brought exclusively in a state court in Collin County, Texas or a federal court in Dallas County, Texas, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding.

14. Severability

If any provision of this Agreement shall be held to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. To the extent any

express or implied restrictions are not permitted by applicable laws, these express or implied restrictions shall remain in force and effect to the maximum extent permitted by such applicable laws.

15. Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding MotioPI and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral; provided that any non-disclosure agreement or confidentiality agreement between you and Motio shall survive the execution of this Agreement. In the event of any conflict between the terms and conditions of any such non-disclosure or confidentiality agreements and this Agreement, the terms and conditions of this Agreement shall govern. This Agreement may be amended only by a written document signed by duly authorized representatives of both parties. A duly authorized representative of Motio consists solely of either the chief executive officer, president, or chief financial officer. If you issue or respond to a purchase order, or similar document, in connection with this Agreement, any preprinted terms and conditions appearing thereon shall not apply to or become part of this Agreement regardless of any statement to the contrary contained therein.