

This Terms of Use Agreement ("Agreement") is between Empowered Networks Inc. ("Empowered") and the individual or company that has executed this Agreement ("You", "Your" or "Customer"). This Agreement sets forth the terms and conditions that govern orders placed by You for EmpoweredAdvisor and does not apply for NetMRIAdvisor orders. Orders placed by You for NetMRIAdvisor shall be governed by separate terms and conditions established by Infoblox Inc.

TERMS OF USE. You are entitled to use EmpoweredAdvisor in accordance with this Agreement and Your purchase order ("Order") with Empowered or an authorized Empowered reseller. If any provision in Your Order conflicts with the terms of this Agreement, this Agreement takes precedence unless otherwise agreed to in writing. EmpoweredAdvisor is made available for download solely for use by You according to this Agreement. Any reproduction or redistribution of EmpoweredAdvisor not in accordance with this Agreement is expressly prohibited by law, and may result in severe civil and criminal penalties. You are entirely responsible for maintaining the confidentiality of Your password and account for Your use of EmpoweredAdvisor, and for all activities by any user(s) who may access EmpoweredAdvisor with Your account details. You agree to notify Empowered immediately of any unauthorized use or any other breach of security. Empowered will not be liable for any loss that You may incur as a result of someone else using Your password or account, either with or without Your knowledge.

You do not have any license or right to use any patch, update, upgrade or additional module unless You have a valid license to EmpoweredAdvisor and have paid all applicable fees. Use of patches, updates, and upgrades, or additional module is limited to the extent of which You are the original end user licensee or transferee authorized by Empowered.

MODIFICATION OF THESE TERMS OF USE. Empowered may, at its sole discretion, modify this Agreement from time to time. Such changes, modifications, additions or deletions shall be effective immediately. You are responsible for regularly reviewing these terms and conditions. The most current version of this Agreement can be found at: <http://empowerednetworks.com/advisor/terms-of-use>. Your continued use of EmpoweredAdvisor following any revision to this Agreement constitutes Your complete and irrevocable acceptance of any and all such changes. This Agreement may not be amended, waived, or modified except in a written agreement signed by a duly authorized representative of Customer and Empowered.

OWNERSHIP & LICENSE TO USE. With the exception of any third party components, Empowered retains all ownership and intellectual property rights to EmpoweredAdvisor. EmpoweredAdvisor is licensed, not sold, and Empowered reserves all rights to the software not expressly granted by Empowered, whether by implication, estoppel, or otherwise. Except as expressly permitted by this Agreement, Customer shall not, nor permit anyone else to:

- a) circumvent or bypass any technological protection measures in or relating to EmpoweredAdvisor;
- b) disassemble, decompile, decrypt, hack, exploit, or reverse engineer EmpoweredAdvisor;
- c) modify, translate, or create any derivative works based upon EmpoweredAdvisor;
- d) publish, copy, rent, lease, sell, export, import, distribute, lend, transmit, license or otherwise transfer EmpoweredAdvisor, in whole or in part, unless Empowered expressly authorizes You to do so;
- e) remove or alter any copyright, trademark, or other proprietary notices, legends, symbols, or labels appearing on or in EmpoweredAdvisor;
- f) incorporate EmpoweredAdvisor or any portion thereof into any other compilations, materials, products, or services, or use EmpoweredAdvisor for production purposes;
- g) perform, or release the results of, benchmark tests or other comparisons of EmpoweredAdvisor with other software or systems; or
- h) use EmpoweredAdvisor for any unauthorized or illegal activity.

Without limiting the foregoing, copying or reproduction of EmpoweredAdvisor to any other server or location for further reproduction or redistribution is expressly prohibited, unless such reproduction or redistribution is expressly permitted by a duly authorized representative of Empowered in writing.

USAGE AUDIT. Your EmpoweredAdvisor Order provides coverage for a specific quantity of network devices. Empowered may at its sole discretion audit Your usage of EmpoweredAdvisor. In the event that the quantity of network devices under management by You increases above the quantity described on Your Order, Empowered will provide You with written notice of the overage. Empowered may at its sole discretion: (a) elect to charge You an additional fee for the quantity of network devices over and above the quantity described on Your Order; or (b) require You to reduce Your usage to the specific quantity of network devices described on Your Order within 30 days. Any additional fees will be calculated on a prorated basis from the date of audit to the end of Your Term.

CONFIDENTIALITY. The source code, related software and data available as part of or derived from EmpoweredAdvisor constitute Empowered's confidential information. Customer shall protect such information with the same degree of care that it normally uses to protect its own confidential information from unauthorized use or disclosure, but in no event less than a reasonable degree of care. The information shall not be provided or disclosed to anyone except those employees, service providers and contractors of Customer with a need to know in connection with the performance of their obligations to Customer who are bound by similar terms of confidentiality.

SERVICE DESCRIPTION. EmpoweredAdvisor is a subscription service. The information, rules and policies updates provided by EmpoweredAdvisor are best effort and dependent upon the source information (Network equipment manufacturers and/or other sources) and various security feeds providing the information being up to date.

NO GUARANTEE/WARRANTY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EMPOWERED, AND OUR AFFILIATES, RESELLERS, SUPPLIERS AND VENDORS, MAKE NO AND DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, GUARANTEES OR CONDITIONS WITH RESPECT TO YOUR USE OF EMPOWEREDADVISOR. WITHOUT LIMITING THE FOREGOING, EMPOWERED EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. YOU UNDERSTAND THAT USE OF EMPOWEREDADVISOR IS AT YOUR OWN RISK AND THAT WE PROVIDE EMPOWEREDADVISOR ON AN "AS IS," "AS AVAILABLE" BASIS "WITH ALL FAULTS". EMPOWERED DOES NOT GUARANTEE THE ACCURACY OR TIMELINESS OF INFORMATION AVAILABLE FROM EMPOWEREDADVISOR.

Empowered has not authorized any party to make any representation, warranty or obligations on behalf of Empowered.

LIMITATION OF LIABILITY AND INDEMNITY. EMPOWERED'S ENTIRE LIABILITY FOR ALL CLAIMS RELATED TO THIS AGREEMENT WILL NOT EXCEED THE AGGREGATE AMOUNT PAID FOR IN THE PAST 12 MONTHS, REGARDLESS OF THE BASIS OF THE CLAIM. THIS LIMIT APPLIES COLLECTIVELY TO EMPOWERED, ITS SUBSIDIARIES, OFFICERS, AGENTS, EMPLOYEES, PARTNERS, CONTRACTORS, SUPPLIERS, RESELLERS AND AFFILIATES. EMPOWERED WILL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, INDIRECT, OR ECONOMIC CONSEQUENTIAL DAMAGES, OR LOST PROFITS, BUSINESS, VALUE, REVENUE, GOODWILL OR ANTICIPATED SAVINGS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY. YOU HEREBY AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS EMPOWERED, ITS SUBSIDIARIES, OFFICERS, AGENTS, EMPLOYEES, PARTNERS, CONTRACTORS, SUPPLIERS, RESELLERS AND AFFILIATES, FROM AND AGAINST ANY CLAIM, LIABILITY, INJURY, DAMAGE, LOSS OR EXPENSE (INCLUDING REASONABLE LEGAL FEES) INCURRED AS A RESULT OF, ARISING FROM, OR RELATING TO YOUR USE OF EMPOWEREDADVISOR, OR YOUR VIOLATION OF THIS AGREEMENT.

To the extent the laws of a territory limits or precludes the exclusion of implied warranties, or the limitation of damages, such implied warranties or damage quantum will be limited to the fullest extent permitted by law.

TERM. This Agreement is valid for Your EmpoweredAdvisor Order purchased from Empowered or an authorized Empowered reseller. The effective date will begin upon shipment or issuance of activation instructions for EmpoweredAdvisor ("Effective Date"). The term shall commence on the Effective Date for a period of one (1) year unless otherwise stated in Your Order ("Term"). You may stop using EmpoweredAdvisor at any time. Termination of Your account does not relieve You of any obligation to pay any outstanding fees.

SUSPENSION, TERMINATION AND CANCELLATION. Notwithstanding anything else herein to the contrary, and without limiting Empowered's other remedies in law or equity, Empowered may, in Empowered's sole discretion, immediately issue a warning, temporarily suspend, indefinitely suspend or terminate Your ability to access EmpoweredAdvisor and/or terminate this Agreement, without notice or liability, for reasons including, but not limited to: (a) You breach this Agreement or any other agreement between Empowered and You; (b) Empowered is unable to verify or authenticate any information You provide (which Empowered has no duty to do but may pursue in its sole and absolute discretion); or (c) Empowered believes, in its sole and absolute discretion, that Your actions may cause, result in or carry a risk of legal liability for You, Empowered or any third party. Upon termination of this Agreement, any provision of this Agreement that by its terms imposes continuing obligations on You shall survive the termination of this Agreement.

REFUND POLICY. Empowered does not give credits or refunds for any prepaid, one-time charges, or other charges already due or paid. In the event that You terminate or breach this Agreement, You will forfeit Your right to any and all payments You may have made for EmpoweredAdvisor.

NON-ASSIGNMENT. You may not assign or otherwise transfer this Agreement or Your rights and obligations, in whole or in part, without the prior written consent of Empowered.

PRODUCT CHANGES. During the Term, Empowered may at any time, without notice and at its sole and absolute discretion, update or modify any characteristics of EmpoweredAdvisor.

FORCE MAJEURE. Neither party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to events which are beyond the reasonable control of such party, including, but not limited to, any strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or of telecommunications or data networks or services, or refusal of approval or a license by a government agency.

GOVERNING LAW AND JURISDICTION. Any disputes arising out of or relating to the Terms of this Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein without regard to conflict of law principles thereof and without regard to the United Nations Convention on Contract for the International Sale of Goods. You agree to submit to the jurisdiction of the courts of Ontario for the determination of any dispute arising from this Agreement.

COMPLIANCE WITH APPLICABLE LAWS. Empowered reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request. Each party is responsible for complying with: i) laws and regulations applicable to its business and content; and ii) import, export and economic sanction laws and regulations, including those of Canada and the United States that prohibit or restrict the export or re-export, or transfer of products, technology, services or data, directly or indirectly, to or for certain countries, or end users. Customer is responsible for its use of Empowered and non-Empowered products and services.

NO UNLAWFUL OR PROHIBITED USE. Without limiting the generality of any similar provisions, You will not use EmpoweredAdvisor for any purpose that is unlawful or prohibited by this Agreement. You may not use EmpoweredAdvisor in any manner that could damage, disable, overburden, or impair any Empowered server, or the network(s) connected to any Empowered server, or interfere with any other party's use and enjoyment of any Empowered services. You may not attempt to gain unauthorized access to any services, other accounts, computer systems or networks connected to any Empowered server through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through EmpoweredAdvisor.

INDEPENDENT CONTRACTOR. Empowered is an independent contractor, not Your agent, joint venturer, partner, or fiduciary, and does not undertake to perform any of Your regulatory obligations, or assume any responsibility for Your business or operations. Each party is responsible for determining the assignment, direction, control and compensation of its personnel and contractors.

WAIVER & ENFORCEABILITY. Empowered's failure to enforce any provision of this Agreement is not a waiver of its right to do so later.

SEVERABILITY. You and Empowered agree that if any term of this Agreement is found unlawful, void or unenforceable for any reason then that term shall be stricken to the minimum extent necessary to maintain the legality of the Agreement and the remainder of the term and this Agreement shall still be given full force and effect.

HEADING. The section headings used herein are for reference only and shall not be read to have any legal effect.

ENTIRE AGREEMENT. You agree that this Agreement, the information incorporated by written reference, and the applicable Order, is the complete Agreement for EmpoweredAdvisor ordered by You and supersedes all prior or contemporaneous agreements and representations, whether written or oral.

By using EmpoweredAdvisor You acknowledge that You have read this Agreement, understood, and agree to be bound by this Agreement and all such terms and conditions. If You do not agree, You are not authorized to use EmpoweredAdvisor for any purpose.