STRATUS TECHNOLOGIES ftServer® SOFTWARE END-USER LICENSE AGREEMENT

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THE PERSON ENTERING INTO THIS EULA REPRESENTS AND WARRANTS THAT HE IS AUTHORIZED TO ENTER INTO A BINDING AGREEMENT ON BEHALF OF HIS EMPLOYER AS THE LICENSEE.

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1 Software License. Except for the limited use right set forth in this Section 1, Stratus and its licensors ("Licensors") shall own all right, title and interest in and to the Products and any copies of the Products. The Products are licensed, not sold. Any updates, supplements, corrections or bug fixes for the Products will be governed by the terms of this EULA.

1.1 You acknowledge that you have only a non-exclusive and limited right to use the object code version of the Products on a single ftServer system and the applicable peripheral devices (including without limitation storage equipment) sold to you by Stratus or its authorized distributor or reseller (collectively, the “System”) in accordance with this EULA. You may make a single copy of the Products in object code form for archival or backup purposes. You may not remove or obscure any proprietary rights notice, Restricted Rights legend (as defined in section 1.4 below) or other notice (collectively, “Notices”) included with the Products. You must include all Notices on all copies of the Products. You may not reverse engineer, decompile or disassemble the Products or attempt to gain access to the source code for the Products, except and only to the extent that it is expressly permitted by applicable law, and, to the extent applicable law permits contractual waiver of such right, you hereby waive your rights to do so.

1.2 Provided you have not breached any of your duties or obligations under this EULA, you may permanently transfer the Products and all rights under this EULA only as part of a one-time sale or transfer of the System on which the Products are installed and only to a transferee who agrees to be bound by all of the terms and conditions set forth in this EULA. Upon such transfer, you agree that you will (1) transfer all of the Products with the System, (2) retain no copies of the Products, and (3) assign all rights and delegate all obligations under this EULA to your transferee. You will not otherwise transfer or assign the Products or this EULA and/or any rights or obligations hereunder without the prior written consent of Stratus.

1.3 Without prejudice to any other rights, Stratus has the right to terminate this EULA and refuse to ship any Products if you fail to pay any relevant license fees or other charges. Your rights under this EULA will automatically terminate if you breach any of your material obligations under this EULA. Upon any termination of this EULA, you will return to Stratus or its designee, or if instructed by Stratus to do so, destroy all copies of the Products promptly after such termination.

1.4 The Products include commercial computer software that has been developed entirely at private expense and is regularly used for non-governmental purposes and licensed to the public. All software provided to the U.S. Government is provided with “Restricted Rights” as provided in FAR, 48 CFR 52.227-14 (JUNE 1987) or DFAR 48 CFR 252.227-7013 (OCT 1988), as applicable. All rights not expressly granted are reserved.

2 Confidentiality. You acknowledge that the Products embody trade secrets and proprietary information and materials of Stratus and its Licensors ("Confidential Information"). You agree not to disclose such Confidential Information to any third party. Without limiting the foregoing, you agree to treat the Confidential Information with at least the same degree of care with which you treat your own confidential information of like importance, but in no event will you
You acknowledge that the Products are of U.S. origin and are subject to U.S. Export Administration, international and national import and export control laws and regulations, including end-user, end-use and destination restrictions issued by the U.S. and other governments (“Import and Export Controls”). You agree that you will not export, import, directly or indirectly, re-export, divert, or transfer the Product or, any materials, items or
technology relating to Stratus’ or the Licensors’ business or related technical data or any direct product thereof to any
destination, company or person restricted or prohibited by the Import and Export Controls.

7 General Terms and Conditions.

7.1 This EULA constitutes the entire agreement between you and Stratus with respect to the subject matter hereof and
supersedes all previous and contemporaneous written and oral representations, proposals, negotiations and
communications, including, without limitation, the terms and conditions of any purchase order. You acknowledge that
the terms and conditions of this EULA are intended to inure to the benefit of Stratus’ affiliates, subsidiaries and the
Licensors as third party beneficiaries of the EULA, any and all of which will be entitled to invoke such terms and
conditions on their behalf and enforce such terms and conditions against you. You further acknowledge that Stratus’
affiliates, subsidiaries and the Licensors accept their third party beneficiary rights and that such rights will be deemed
irrevocable.

7.2 Stratus may assign this EULA or any of the rights or obligations hereunder, and any causes of action arising
hereunder, to any third party without necessity or obligation of notice to you. The waiver or failure of either party to
exercise in any respect any right provided for herein will not be deemed a waiver of any further right hereunder. The
invalidity or unenforceability of any provision of this EULA will not affect the validity or enforceability of any other
provision, the remaining provisions being deemed to continue in full force and effect.

7.3 Stratus will not be responsible for any failure to perform its obligations under this EULA due to circumstances beyond
its reasonable control, including without limitation acts of God, war, riot, terrorism, embargoes, acts of civil or
military authorities, fire, flood or accidents. You agree that Stratus will be entitled to all legal and equitable remedies
otherwise available to it to protect the intellectual property, proprietary rights and Confidential Information of itself and
its Licensors, including, without limitation, the right to seek and obtain injunctive relief and enforce the same against you
without the necessity of having to post bond or other such guarantee.

7.4 Sections 1.1, 1.3, 1.4, 2, 3.2, 5, 6, and 7 will survive any termination of this EULA. Except and only to the extent
prohibited by applicable law, this EULA will in all respects, be governed by and construed and enforced in
accordance with the laws of the Commonwealth of Massachusetts and the United States of America, excluding the
this EULA or the Products. You consent to the jurisdiction and venue of the state and federal courts in and for Suffolk
County, Massachusetts, U.S.A. for the resolution of any dispute arising under or related to this EULA or the Products;
provided, however, that Stratus, its affiliate, subsidiaries and the Licensors may initiate legal action in any court with
jurisdiction over you for the enforcement of this EULA.