

Zentera Systems, Inc.

END USER SOFTWARE LICENSE AND SUPPORT AGREEMENT

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- Infringe upon or violate the rights of Zentera.

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This Agreement may be amended only (a) if you agree to a new version of this Agreement, such as during the installation of a new version or update of the Software, or (b) if you and Zentera otherwise agree in writing.

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Governing Law

This Agreement, including all matters relating to the interpretation and effect of this Agreement, will be governed by the laws of the State of California, excluding its conflict of laws rules to the contrary.

Arbitration

PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE DISPUTES WITH ZENTERA AND IT LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM ZENTERA.

You and Zentera agree to arbitrate any dispute arising from this Agreement or relating to the Software or Support Services, except that you and Zentera are not required to arbitrate any dispute in which either party seeks equitable or other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets or patents. ARBITRATION PREVENTS YOU FROM SUING IN COURT OR FROM HAVING A JURY TRIAL.

You and Zentera agree that you will notify each other of any dispute within 30 days of when it arises, that you will attempt informal resolution prior to any demand for arbitration, that any arbitration will occur in San Jose, California, and that arbitration will be conducted confidentially by a single arbitrator in accordance with the Rules of the American Arbitration Association. You and Zentera also agree that the state or federal courts in Santa Clara County, California have exclusive jurisdiction over any appeals of an arbitration award and over any suit between the parties not subject to arbitration. Other than class procedures and remedies discussed below, the arbitrator has the authority to grant any remedy that would otherwise be available in court. WHETHER THE DISPUTE IS HEARD IN ARBITRATION OR IN COURT, YOU AND ZENTERA WILL NOT COMMENCE AGAINST THE OTHER A CLASS ACTION, CLASS ARBITRATION OR OTHER REPRESENTATIVE ACTION OR PROCEEDING.

General

If any provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other provisions of this Agreement will nonetheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated by this Agreement is not affected in any manner adverse to any party. Upon such determination that any provision is invalid, illegal or incapable of being enforced, the parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled. Neither party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused by any event beyond the reasonable control of the affected party, including, without limitation, an act of God, act of governmental body or military authority, fire, explosion, flood, epidemic, riot or civil disturbance, war, sabotage or storms, or a delay or performance failure by a third party.