

RINGMASTER™ SOFTWARE LICENSE (“AGREEMENT”)

THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU, THE END USER, AND TRAPEZE NETWORKS, INC (“TRAPEZE NETWORKS”) REGARDING THE RINGMASTER™ SOFTWARE ALONG WITH ITS ACCOMPANYING DOCUMENTATION AND SUBSEQUENT VERSIONS DELIVERED HEREUNDER (“SOFTWARE”).

BEFORE YOU DOWNLOAD OR INSTALL THE SOFTWARE, CAREFULLY READ THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY CLICKING ON THE “ACCEPT” BUTTON, YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT DOWNLOAD, INSTALL OR USE OF THE SOFTWARE. RETURN THE COPY OF THE SOFTWARE TO THE PLACE FROM WHICH YOU OBTAINED IT.

I. LICENSE GRANT.

Trapeze Networks hereby grants to you (either as an individual or entity) a personal, non-transferable, and non-exclusive right to install and use a copy of the object code version of the Software for the number of nodes, clients or servers for which you have a license solely for internal business purposes in accordance with the accompanying documentation. This license permits you to make a single copy of the Software for backup or archival purposes only, provided that such copy will contain the same proprietary notices, which appear on and in the Software. The license granted herein may be subject to your operating system vendor’s licensing restrictions for the operating system on which the Software runs.

2. NO REVERSE ENGINEERING AND OTHER RESTRICTIONS.

You will not use or publish any information you learn from your use of the Software, including without limitation in connection with the publication of any so-called “benchmark” comparison tests. You agree that you will not, nor permit any third party to, (a) modify, reverse compile, disassemble, decrypt, extract, reverse-engineer or otherwise attempt to derive source code from the Software in whole or in part; (b) use the Software for time sharing or service bureau purposes; (c) translate, lease, rent, sell, sublicense, or otherwise transfer the Software; (d) copy the Software except as permitted under Section 1 or (e) attempt to circumvent any user limits, maximum switch count limits or other use restrictions that are built into the Software. You may not transfer or assign your rights under this Agreement. The Software is not designed or intended for use in on-line control of aircraft, air traffic, aircraft navigation or aircraft communications, or the design, construction, operation or maintenance of any nuclear facility.

3. AUDIT.

Trapeze Networks reserves the right to conduct and/or direct an independent accounting firm to conduct, during normal business hours and upon thirty (30) days advance notice, an audit of appropriate records solely to verify the number of copies of the Software in use and the computer systems on which such copies are installed.

4. TERM AND TERMINATION.

This Agreement is effective until terminated. This Agreement may be terminated immediately without notice by Trapeze Networks if you breach or fail to comply with any of the terms and conditions of this Agreement. Upon termination, you shall immediately remove and destroy all copies of the Software or any part thereof. Upon Trapeze Networks' request, you will certify to Trapeze Networks that all complete and partial copies of the Software have been destroyed. The provisions of this Agreement other than the license grant contained in Section I ("License Grant") shall survive termination.

5. PROPRIETARY RIGHTS.

You acknowledge that no title to the intellectual property in the Software is transferred to you. You further acknowledge that title and full ownership rights to the Software will remain the exclusive property of Trapeze Networks or its suppliers, and you will not acquire any rights therein, except as expressly set forth above. Trapeze Networks reserves all rights not expressly granted hereunder. You will not delete, alter, or conceal any copyright, government restricted rights, or other proprietary notices or legends included on the Software at the time of shipment.

6. LIMITED WARRANTY.

A limited Software warranty is set forth in the attached warranty card. EXCEPT FOR THE ATTACHED LIMITED WARRANTY, THE SOFTWARE IS PROVIDED TO YOU "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, AND TRAPEZE NETWORKS EXPRESSLY DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY WITH REGARD TO PERFORMANCE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. TRAPEZE NETWORKS DOES NOT WARRANT THAT OPERATION OF THE SOFTWARE SHALL BE UNINTERRUPTED OR ERROR FREE OR THAT THE SOFTWARE WILL MEET YOUR NEEDS OR EXPECTATIONS. SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES OR THE LIMITATION, SO SUCH LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

7. LIMITATION OF LIABILITY.

TRAPEZE NETWORKS SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY UNDER ANY THEORY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING ANY LOST PROFITS OR LOST SAVINGS, EVEN IF TRAPEZE NETWORKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL TRAPEZE NETWORK'S AGGREGATE LIABILITY UNDER OR ARISING FROM THIS AGREEMENT EXCEED THE LICENSE FEES PAID BY YOU. THIS LIMITATION SHALL NOT APPLY TO CLAIMS OF PERSONAL INJURY TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

8. CONFIDENTIALITY.

You acknowledge that the Software is confidential and proprietary to Trapeze Networks and its licensors. You agree (a) not to use the Software for any other purpose other than as set forth in Section I above; (b) not to disclose the Software to any other party, other than employees who have a need to know in order to use the Software for the purposes set forth in Section I above, without Trapeze Networks' prior written consent; (c) to take all reasonable steps, at least as great as the steps which you take with respect to your own confidential information, to protect against the unauthorized disclosure or use of the Software; and (d) to promptly report any unauthorized use or disclosure to Trapeze Networks. Unauthorized use or disclosure of the Software may cause immediate and irreparable harm to Trapeze Networks and its licensors. Accordingly, you agree that, in addition to any other remedies that may be available in law, equity or otherwise, Trapeze Networks shall be entitled to seek injunctive relief against any such breach or threatened breach.

9. EXPORT.

You understand that the Software, including technical data, is subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export and import regulations in other countries. You agree not to export, or re-export, or cause to be re-exported, the Software to any country which, under the laws of the United States, you are or might be prohibited from exporting the technology.

10. US GOVERNMENT RESTRICTED RIGHTS.

If this Software is being acquired by the U.S. government, the Software is commercial computer software and documentation developed exclusively at private expense, and (a) if acquired by or on behalf of a civilian agency, shall be subject to the terms of this computer software license as specified in 48 C.F.R. 12.212 of the Federal Acquisition Regulations and its successors; and (b) if acquired by or on behalf of units of the Department of Defense ("DoD") shall be subject to the terms of this commercial computer software license as specified in 48 C.F.R. 227.7202-2, DoD FAR Supplement and its successors.

11. TAX LIABILITY.

You are responsible for paying any sales or use tax imposed at any time whatsoever on this transaction.

12. General.

You agree that this is the entire agreement between you and Trapeze Networks, which supersedes any prior agreement, whether written or oral, and all other communications between the parties relating to the subject matter of this Agreement. This Agreement may not be amended except in writing, signed by both parties. Any action by you under this Agreement must be commenced within one year following the date of receipt. This Agreement and performance hereunder will be governed by the laws of the State of California without reference to that State's conflict of laws rules and as if the contract was wholly formed within the State of California. You agree that jurisdiction and venue shall be in Santa Clara County, California. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed. If any part of this

Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms.

You acknowledge that you have read this Agreement, understand it, and agree to be bound by its terms and conditions.

© 2003-2006 Trapeze Networks, Inc.

All Rights Reserved

The RingMaster™ software and the accompanying documentation are Copyrights of Trapeze Networks, Inc.