ANUE SYSTEMS, INC. END-USER PRODUCT AND LICENSE AGREEMENT

PLEASE READ CAREFULLY: THIS END-USER PRODUCT AND LICENSE AGREEMENT ("AGREEMENT") AND THE TERMS AND CONDITIONS (OR OTHER APPLICABLE AGREEMENT) UNDER WHICH THE ANUE PRODUCT (ON WHICH THE PRODUCT SOFTWARE IS BEING PROVIDED OR IS EMBEDDED) WAS SOLD, LEASED OR OTHERWISE PROVIDED IS A LEGAL AND BINDING AGREEMENT BETWEEN YOU AND/OR YOUR ORGANIZATION ("LICENSEE"), AND ANUE SYSTEMS, INC. ("ANUE"). USE OF THE ANUE PRODUCTS AND THE PRODUCT SOFTWARE ARE SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THE APPLICABLE THIRD PARTY LICENSES. READ THIS AGREEMENT CAREFULLY BEFORE YOU CLICK THE "I AGREE" BUTTON BELOW.

BY CLICKING "I AGREE" BELOW, DOWNLOADING, USING, CONFIGURING OR INSTALLING THE PRODUCT SOFTWARE, OR OTHERWISE SIGNIFYING YOUR ACCEPTANCE OF THIS AGREEMENT, YOU REPRESENT AND WARRANT THAT (A) YOU ARE AUTHORIZED TO ENTER THIS AGREEMENT AND THE APPLICABLE THIRD PARTY LICENSES FOR AND ON BEHALF OF YOUR ORGANIZATION, AND ARE DOING SO, (B) YOU AND YOUR ORGANIZATION CAN LEGALLY ENTER INTO THIS AGREEMENT AND THE APPLICABLE THIRD PARTY LICENSES AND SATISFY ALL OF THEIR REQUIREMENTS AND (C) YOU HAVE READ AND UNDERSTAND AND AGREE THAT YOU AND THE ORGANIZATION SHALL BE BOUND BY THESE TERMS AND CONDITIONS AND ALL MODIFICATIONS AND ADDITIONS PROVIDED FOR. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, CLICK ON THE "I DO NOT AGREE" BUTTON BELOW AND INSTALLATION WILL TERMINATE.

Anue reserves the right to update and change, at any time and without notice, this End-User Product and License Agreement and all documents incorporated by reference. You can find the most recent version of this End-User Product and License Agreement at http://www.anuesystems.com/legal/terms/. Your continued use of the Anue Product and/or the Product Software after any such changes constitutes your acceptance of the new End-User Product and License Agreement.

IF YOU HAVE ANY QUESTIONS ABOUT THIS AGREEMENT, PLEASE CONTACT US AT:

> Anue Systems, Inc.
> 8310 N. Capital of Texas Hwy, Bldg 2, Suite 300
> Austin, Texas 78731 USA
> (512) 600-5400

This Agreement shall be effective following your execution and submission of this Agreement by clicking the "I AGREE" box at the end of this Agreement. Anue and Licensee agree that the following terms and conditions shall apply to all Anue Products and Product Software. In consideration of the covenants and agreements contained herein, and other valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. Definitions.

a. "Anue Product" means any hardware product developed by or on behalf of Anue, including, without limitation, the Anue Network Emulation and Monitoring Optimization products.

1

b. "Anue Software" means the software and other intellectual property developed or created by or on behalf of Anue and included with the Anue Product or on a stand-alone basis (other than any Third Party Software or Open Source Software) and the Documentation, for which the Licensee has acquired the right to use under this Agreement and any updates and upgrades provided from time to time by Anue.

c. "Applicable Terms and Conditions" means Anue's Standard Terms and Conditions (or other applicable agreement) pursuant to which the Anue Product was sold, leased or otherwise provided to Licensee.

d. "Data" means the files and data generated by use of the Anue Products and/or Product Software.

e. "Documentation" means the documentation provided by Anue with the Anue Products and/or Product Software.

f. "Effective Date" means the date of shipment or other transfer of the designated Product Software.

g. "Open Source Software" means any software or software component, module or package that contains, or is derived in any manner (in whole or in part) from, any software that is distributed as free software, open source software or similar licensing or distribution models, including, without limitation, software licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models similar to any of the following: (a) GNU's General Public License (GPL) or Lesser/Library GPL (LGPL); (b) the Artistic License (e.g., PERL); (c) the Mozilla Public License; (d) the Netscape Public License; (e) the Sun Community Source License (SCSL); (f) the Sun Industry Standards License (SISL); (g) the BSD License; and (h) the Apache License.

h. "Product Software" means, collectively, (a) the Anue Software, (b) any Third Party Software and/or Open Source Software included with the Anue Product and (c) any updates and upgrades provided from time to time by Anue.

i. "Third Party License" means any of the Third Party Software Licenses (as defined in Section 3(a)) or Open Source Licenses (as defined in Section 3(b)).

j. "Third Party Licensor" means the licensor of any Third Party Software or Open Source Software.

k. "Third Party Software" means any software or software component, module or package (other than Open Source Software) that contains, or is derived in any manner (in whole or in part) from, any software that is licensed or distributed by a third party.

2. Software License.

a. Licenses. Subject to the terms and conditions of this Agreement, Anue grants to Licensee a non-exclusive, non-transferable, license (the "License") to use (a) the Product Software on one (1) Anue Product, solely for internal business purposes and not as a standalone product or technology, (b) Data (including without limitation with the Anue Product) solely for internal business purposes, and (c) the Documentation solely in connection with the use of the Anue Product.

b. Proprietary Rights Protection. This License confers no ownership rights to Licensee and is not a sale of any rights in the Product Software, the media on which the Product Software is recorded or printed, or the Data. Licensee does not acquire any rights, express or implied, in the Product Software, or the Data, other than those rights specified in this Agreement. Anue or its Third Party Licensors shall own and retain ownership of all right, title, and interest in and to (i) the Product Software and any copies, modifications, enhancements, and derivative works thereof; (ii) the Data and any copies, modifications, enhancements, and derivative works thereof; (iii) any ideas, suggestions, or feedback relating to the Product Software, the Anue Product and/or the Data ("Feedback");

2

and (iv) all intellectual property rights embodied within the foregoing subparagraphs(i), (ii) and(iii). Licensee hereby irrevocably assigns and agrees to assign all of its right, title, and interest in and to any Feedback to Anue. Licensee shall not copy, modify, adapt or merge copies of the Product Software or the Data except as provided in this Agreement. Licensee shall not translate, reverse engineer, de-compile or disassemble the Product Software, except to the extent that law explicitly prohibits this contractual restriction, use the Product Software in a service bureau or for the benefit of third parties, or use the Data directly or indirectly with a product that is competitive with Anue's proprietary products. Licensee shall not delete or in any manner alter the copyright, trademark, and other proprietary rights notices of Anue and/or its Third Party Licensors appearing on any Anue Product, any Product Software or any other Anue products. Licensee will reproduce such notices on all copies it makes of any Product Software. Anue and its Third Party Licensors reserve all other rights and licenses in and to the Product Software not expressly granted to Licensee under this Agreement.

c. High-Risk Activities. The Product Software is not intended for use in connection with any high-risk activity, including, without limitation, air travel, space travel, fire fighting, police operations, power plant operation, military operations, rescue operations, hospital or medical operations, nuclear facilities or equipment, or the like. Licensee agrees not to use or allow the use of the Product Software for or in connection with any such high-risk activity.

d. Government Sales. If Licensee is a branch or agency of the United States Government or a contractor thereto, the following provision applies. The Product Software is comprised of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 and are provided to the Government (i) for acquisition by or on behalf of civilian agencies, consistent with the policies set forth in 48 C.F.R. 12.212; or (ii) for acquisition on behalf of the department of defense consistent with the policies set for the in 48 C.F.R. 227.7202-1 and 227.7202-3 (in each case as amended or supplemented from time to time).

e. Audit Rights. Licensee shall keep reasonable records relating to its use of the Product Software and its compliance with the License granted herein and the applicable Third Party Licenses. A chartered or certified public accountant selected by Anue may, upon reasonable notice and during normal business hours, but no more often than once per year, inspect Licensee's records to confirm compliance with this Agreement (and the applicable Third Party Licenses).

3. Third Party and Open Source Software.

a. Licensee hereby acknowledges that the Product Software may utilize or include Third Party Software that must be licensed under the specific license terms applicable to such Third Party Software. Acknowledgements, licensing terms, copyright notices, disclaimers and other terms applicable to such Third Party Software (the "Third Party Software Licenses") are available at www.anuesystems.com/thirdpartyandopensourcelicenses. Licensee (a) acknowledges that any such Third Party Software License is solely between Licensee and the applicable Third Party Licensor of the Third Party Software and (b) shall comply with the terms of any such applicable Third Party License.

b. Licensee hereby acknowledges that the Product Software may also utilize or include Open Source Software that must be licensed under the specific license terms applicable to such Open Source Software. Acknowledgements, licensing terms, copyright notices and disclaimers for such Open Source Software (the "Open Source Licenses") are available at www.anuesystems.com/thirdpartyandopensourcelicenses. Licensee agrees to review any such Open Source Licenses and other related documentation in order to determine which portions of the Product Software are Open Source Software and are licensed under an Open Source License. To the extent any such Open Source License requires that Anue provide Licensee the rights to copy, modify, distribute or otherwise use any Open Source Software that are inconsistent with the limited rights granted to Licensee in this Agreement, then such rights in the applicable Open Source License shall take precedence over the rights and restrictions granted in this Agreement, but solely with respect to such Open Source Software. Licensee (a) acknowledges that any such Open

3

Source License is solely between Licensee and the applicable Third Party Licensor of the Open Source Software and (b) shall comply with the terms of any such applicable Open Source License. Open Source Software is distributed WITHOUT ANY WARRANTY, without even the implied warranty of MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Where the terms of an Open Source License entitles Licensee to the source code of any such Open Source Software, such source code is available under the terms of the applicable Open Source License by contacting Anue at the address above and identifying the specific Open Source Software for which Licensee wants the source code.

c. With respect to the Java software (the "Java Software") that is licensed from Oracle and is incorporated into the Product Software, the following additional terms and conditions shall apply:

(i) Java Technology Restrictions. Licensee shall not creat, modify, change the behaviour of, or authorize licensees of Licensee to create, modify, or change the behavior of, classes, interfaces, or subpackages that are in any way identified as "java", "javax", "sun" or similar convention as specified by Oracle in any naming convention designation. In the event that Licensee creates an additional API(s) which: (a) extends the functionality of a Java Environment; and (b) is exposed to third party software developeers for the purpose of developing additional software which invokes such additional API, Licensee must promptly publish broadly an accurate specification for such API fore free use by all developers.

(ii) Trademarks and Logos. This Agreement does not authorize Licensee or an end user licensee to use any Oracle American, Inc., name, trademark, service mark, logo or icon. Licensee and any end user licensee acknowledge that Oracles owns the Java trademark and all Java-related trademarks, logos, and icons including the Coffee Cup and Duke ("Java Marks") and agrees to: (a) comply with the Java Trademark Guidelines at http://www.oracle.com/html/3party.html; (b) not do anything harmful to or inconsistent with Oracle's rights in the Java Marks; and (c) assist Oracle in protecting those rights, including assigning to Oracle any rights acquired by Licensee in any Java Mark.

(iii) Source Code. The Java Software may contain source code that, unless expressly licensed for other purposes, is provided solely for reference purposes pursuant to the terms of this Agreement. Source code may not be redistributed unless expressly provided for in this Agreement.

(iv) Third Party Code. Additional copyright notices and license terms applicable to portions of the Software are set forth in the THIRDPARTYLICENSEREADME.txt file.

4. Installation, Training, Support and Other Services. Anue shall be under no obligation to provide any services, whether relating to installation, training, support or otherwise, as a result of this Agreement (or any Third Party License).

5. Limited Ninety Day Warranty; One Year Customer Support Services.

Licensee shall receive all Anue Products and Product Software (other than certain third party products sold separately by Anue) subject to Anue's Limited Ninety (90) Day Warranty from date of shipment (as modified from time to time, the "Anue Limited Warranty") and with one year of customer support services at the "standard" level from the date of shipment in accordance with the Customer Support Services Agreement (as modified from time to

4

time, the "Customer Support Services Agreement").   Copies of the current Anue Limited Warranty and Customer Support Services Agreement are available to Licensee upon request.

6. Patent and Copyright Indemnity.

Anue shall, except as otherwise provided below, defend or settle at its own expense any claim made or any suit brought against Licensee so far as it is based on an allegation that any Anue Product (other than certain third party products sold separately by Anue) or Anue Software furnished hereunder infringes a U.S. patent or copyright, if notified promptly in writing and given the information and assistance reasonably requested by Anue and the sole authority to defend or settle same. Subject to Section 8, if Licensee complies with these provisions, Anue shall pay all damages and costs finally awarded to third parties against Licensee. Anue shall not be liable for any settlement agreed to by Licensee without Anue's written consent.

In case an Anue Product or Anue Software is or, in Anue's opinion, might be held to infringe, Anue shall have the option, at its own expense, to procure for Licensee the right to continue using such Anue Product and/or Anue Software, or replace or modify such Anue Product and/or Anue Software to avoid infringement. If no other alternative is commercially reasonable, Licensee may return the affected Anue Products and/or Anue Software to Anue and Anue's sole liability, in addition to its obligation to reimburse awarded damages as set forth above, shall be to refund the amount paid for such returned Anue Products and/or Anue Software.

Notwithstanding the foregoing, Anue shall have no liability to Licensee for claims of patent or copyright infringement based upon or arising out of: (1) the inclusion of any Anue Product and/or Product Software into an allegedly infringing system or process where the Anue Product and/or Product Software alone would not be infringing; (2) modifications of the Anue Product and/or Product Software without Anue's consent; (3) the use of any Anue Product and/or Product Software other than in accordance with the Specifications or documentation for such Anue Product and/or Product Software where the Anue Product and/or Product Software when used in accordance with the Specifications or documentation would not be infringing; (3) compliance with designs, plans or specifications furnished by or on behalf of Licensee (or its customers) as to the Anue Product and/or Product Software or services, (4) failure of Licensee (or its customers) to use updated Anue Products and/or Product Software or services, including error corrections and updates, provided by Anue for avoiding infringement, (5) a patent or copyright in which Licensee (or its customers) or affiliate or subsidiary of the Licensee (or its customers) has any direct or indirect interest by license or otherwise or (6) any other claim of infringement where the Anue Product and/or Product Software, standing alone and as delivered by Anue, would not have given rise to such claim. Licensee shall hold Anue harmless against any expense or loss resulting from infringement of patents or trademarks from compliance with Licensee's designs, specifications or instructions.

7. No Other Warranty.

The Anue Limited Warranty set forth in Section 5 of this Agreement is exclusive and in lieu of all other warranties, and ANUE IS MAKING NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE Anue PRODUCTS OR THE PRODUCT SOFTWARE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. The foregoing limitations shall apply even if the above-stated warranty fails of its essential purpose.

8. Limitation of Liability.

5

a. Anue's liability under or for breach of the limited warranty in Section 5 shall be limited to refund of the purchase price actually paid by the Licensee to Anue for the Anue Product and/or Product Software, as the case may be. IN NO EVENT SHALL ANUE BE LIABLE FOR LOST PROFITS, LOST BUSINESS OPPORTUNITIES OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS BY ANYONE OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, BREACH OF CONTRACT, REPUDIATION OF CONTRACT, NEGLIGENCE OR OTHERWISE, AND WHETHER OR NOT ANUE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL ANUE'S LIABILITY ARISING OUT OF THIS AGREEMENT, THE APPLICABLE TERMS AND CONDITIONS, OR OTHERWISE EXCEED THE MONEY PAID TO ANUE FOR THE ANUE PRODUCTS GIVING RISE TO THE LIABILITY UNDER THIS AGREEMENT OR ANY OTHER AGREEMENT DURING THE ONE (1) YEAR PERIOD PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM. THE FOREGOING CAP SHALL BE CUMULATIVE WITH, NOT IN ADDITION TO, ANY CAP PROVIDED IN THE APPLICABLE TERMS AND CONDITIONS. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy. IN NO EVENT SHALL ANUE BE LIABLE TO LICENSEE (OR TO ANY OF ITS CUSTOMERS) OR ANY OTHER ENTITY FOR LOST PROFITS, LOST BUSINESS OPPORTUNITIES OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS BY ANYONE OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF WARRANTY, BREACH OF CONTRACT, REPUDIATION OF CONTRACT, NEGLIGENCE OR OTHERWISE, AND WHETHER OR NOT ANUE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL ANUE'S LIABILITY ARISING OUT OF THIS AGREEMENT OR OTHERWISE EXCEED THE MONEY PAID TO ANUE FOR THE ANUE PRODUCTS AND/OR THE PRODUCT SOFTWARE GIVING RISE TO THE LIABILITY UNDER THIS AGREEMENT OR ANY OTHER AGREEMENT DURING THE ONE (1) YEAR PERIOD PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM. The essential purpose of this provision is to limit the potential liability of Anue arising out of the sale and licensing of products to Licensee whether for breach of contract, negligence, or otherwise. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

b. THE PARTIES UNDERSTAND AND AGREE THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 8 ARE A REASONABLE ALLOCATION OF RISK BETWEEN THE PARTIES, AND, ABSENT SUCH ALLOCATION, ANUE WOULD NOT BE ABLE TO SUPPLY THE ANUE PRODUCTS OR THE PRODUCT SOFTWARE ON THE TERMS SET FORTH HEREIN. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

9. Confidentiality.

Licensee agrees, both during the term of this Agreement and for a period of five (5) years thereafter, to hold all information given to it by Anue that is identified as confidential, and all information concerning the Anue Products and/or Product Software that is not customarily and publicly available to an end user through use of the Anue Products or Product Software (collectively, the "Confidential Information"), in confidence, and not to make the

6

Confidential Information available in any form to any third party or to use the Confidential Information for any purpose other than the purposes described in this Agreement. Licensee agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of this Agreement, including limiting disclosure to employees or other persons who have a need to know and who are subject to confidentiality agreements with terms no less restrictive than those set forth in this Section 9.

This restriction on disclosure shall not apply to the extent that any Confidential Information (a) is or becomes a part of the public domain through no act or omission of Licensee; (b) was in Licensee's lawful possession prior to the disclosure and had not been obtained by Licensee from Anue; (c) is lawfully disclosed to Licensee by a third party without restriction on disclosure; or (d) is independently developed by Licensee by personnel not having access to the Confidential Information. In addition, Licensee may disclose Confidential Information as required by law or court order; provided that (a) Licensee provides Anue with prior written notice of such obligation and the opportunity to oppose such disclosure or obtain a protective order; (b) Licensee only discloses such Confidential Information as is required to comply with such order or law and (c) no such disclosure shall otherwise exempt such Confidential Information from being treated as confidential under this Agreement.

10. Term and Termination.

a. Term. This Agreement shall commence on the Effective Date and shall continue in effect unless terminated as set out herein.

b. Termination for Breach. Anue may terminate this Agreement in the event Licensee materially breaches this Agreement and such breach continues for thirty (30) days after receipt of notice from Anue.

c. Termination for Convenience. This License may be terminated at any time by Licensee by returning or destroying all copies of the Product Software, any related written materials and Documentation and the Data, as certified in writing by an officer of Licensee and by notifying Anue in writing of its termination of the Agreement.

d. Effects of Termination. In the event of termination of the License, Licensee shall destroy or return immediately the Product Software and the Data and all copies thereof to Anue as certified in writing by an officer of Licensee. Licensee shall also cease all use of the Anue Product.

e. Survival. Upon termination of this Agreement, all of the parties' respective rights and obligations hereunder shall cease, except that Sections 1, 2(b), 2(e), 3, 6, 7, 8, 9, 10(d), 10(e) and 11 shall survive any such termination.

11. General.

a. Export Restrictions. The Anue Products, the Product Software, the Data, and related information are subject to U.S. export control laws and regulations, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import laws and regulations in other countries. Licensee shall, at its own expense, procure all licenses and other permits, pay all tariffs, customs charges, duties and similar fees, and take all other actions and strictly comply with all applicable laws and regulations required to accomplish the export, re-export and import of the Anue Products and/or Product Software. Licensee shall hold harmless and indemnify Anue for any damages resulting from a breach of this Section 11(a).

b. Notice. Any notice to be given hereunder shall be given in accordance with the Applicable Terms and Conditions.

c. Force Majeure. Neither party will be responsible for delays and defaults due to war, strikes, fire, acts of God, labor or transportation difficulties, or other causes beyond that party's reasonable control.

7

d. Waiver. The failure of a party to claim a breach of any term of this Agreement shall not constitute a waiver of such breach or the right of such party to enforce any subsequent breach of such term.

e. Assignment. Licensee shall not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of Anue, and any such prohibited assignment shall be null and void. Anue may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of Licensee.

f. Severability. In the event that any provision of this Agreement is found to be invalid, void or unenforceable, the parties agree that unless such provision materially affects the intent and purpose of this Agreement, such invalidity, voidability or unenforceability shall not affect the validity of this Agreement nor the remaining provisions hereof.

g. Third-Party Beneficiaries. Licensee hereby acknowledges that there may be third-party beneficiaries to this Agreement. To the extent that this Agreement contains provisions that relate to the Anue Products and/or the Product Software in which such third parties have an interest, such provisions are made expressly for the benefit of such third-party beneficiaries and are enforceable by such third-party beneficiaries in addition to being enforceable by Anue.

h. Governing Law. This Agreement shall be governed by the laws of the State of Texas, U.S.A., without regard to its conflict of law principles. The jurisdiction for any legal action shall be exclusively a state or federal court in Austin, Texas, U.S.A. The application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement is expressly excluded.

i. Entire Agreement. This Agreement and the Applicable Terms and Conditions together constitute the entire agreement between the parties on the subject matter hereof and supersedes all prior agreements, communications and understandings of any nature whatsoever, oral or written. This Agreement may not be modified or waived orally and may be modified only in writing signed by duly authorized representatives of each party. In the event of a conflict between this Agreement and the Applicable Terms and Conditions, this Agreement shall control.