

End User License Agreement

This Software License and Services Agreement ("Agreement") is a legal agreement between you, the customer ("You" or "Customer") and CData Software, Inc., a North Carolina corporation, with its principal place of business at 101 Europa Drive, Suite 110, Chapel Hill, North Carolina 27517 USA and its Affiliates, successors and assigns ("Licensor" or "CDATA"). Customer's address shall be either the address stated in the signature blocks below (if this agreement is signed by Customer) or on the Licensor Order Form into which this Agreement is incorporated by reference. Licensor and Customer shall be referred to collectively as "Parties" or individually as "Party". Notwithstanding anything else stated herein, if Customer and Licensor have executed a written agreement for access to or use of the Licensor Products ("Signed Agreement"), then the terms of the Signed Agreement shall govern and control and this Agreement shall have no effect. Now, therefore, in consideration of the mutual covenants herein expressed, and other true and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. DEFINITIONS.

1.1 "Affiliate" means an entity that owns or Controls, is owned or Controlled by, or is under common Control or ownership with a Party.

1.2 "Application" means any application, program or other software that Customer develops using the Software. An Application must represent a significant functional and value enhancement to the Software such that the primary reason for a Customer to license the Application is other than the right to receive a license to the Software included in the Application.

1.3 "Authorized User" means one named person, employee, contractor or temporary worker authorized to Use the Licensor Products for personal use or while performing duties within the scope of their employment or assignment.

1.4 "CData Cloud" means a service to manage hosting of Customer's installation of the Licensor Software on a third-party cloud environment deployed and maintained by Licensor.

1.5 "Change of Control" of Customer means a transaction or series of transactions (a) pursuant to which Control of Customer is acquired by persons or entities other than those who Control Customer on the Effective Date of this Agreement, or (b) resulting in the sale of all or substantially all of Customer's assets.

1.6 "Confidential Information" means all information which the Disclosing Party protects against unrestricted disclosure to others, furnished by the Disclosing Party to the Receiving Party (the party disclosing such Confidential Information being the "Disclosing Party" and the party receiving such Confidential Information being the "Receiving Party") in connection with this Agreement that (a) the Disclosing Party designates as confidential at the time of disclosure or (b) should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure, including but not limited to, pricing terms and any information (including benchmark results) that is related to: the CData Cloud, Professional Services, Software, and Support and Maintenance and the content of this Agreement.

1.7 "Control" means the power to direct or cause the direction of the affairs of an entity whether by means of direct or indirect ownership of fifty percent (50%) or more of the voting rights or similar

rights of ownership or by means of having the power to direct the management or directors whether conferred by constitutional documents, shareholder agreement or other document regulating the affairs of an entity.

1.8 "Core" means a core of a CPU made up of an independent processor combined onto a single integrated circuit or silicon chip, in both virtualized and/or non-virtualized environments, and regardless of whether used in a Production or Non-Production environment.

1.9 "Customer Data" means electronic data submitted by Customer to the CData Cloud or created by Customer in the course of using the CData Cloud.

1.10 "Derivative Work" means a work which is based upon one or more pre-existing copyrightable works such as a revision, modification, translation, abridgment, compilation, condensation or expansion or any other form in which such pre-existing work may be recast, transformed, or adapted, and which, if prepared without the consent of the author of the pre-existing work, would be a copyright infringement.

1.11 "Desktop/Workstation" means a single physical machine, including but not limited to a personal computer, workstation, laptop computer, desktop computer or mobile device, specifically excluding a Server, on which the Software is loaded or executed, that is operated, either attended or via remote access, by one person at a time, and cannot be used by more than one person, directly or indirectly, simultaneously.

1.12 "Documentation" means printed materials and "online" or electronic documentation relating to the Software provided under this Agreement.

1.13 "Developer" means any named identifiable individual person, not necessarily named at the time of a license grant, regardless of whether or not the individual is actively using the Software at any given time, designated by Customer to do any of the following: (a) build, compile, assemble, test or otherwise cause to be executed any application programs that rely on the Software as a component; (b) use or execute any Software programs for development, testing, or support purposes; (c) package or otherwise prepare Software components for redistribution as part of another program or application; or (d) have possession of any Software resources or files for any purposes other than archiving.

1.14 "Licensor Products" means collectively the CData Cloud, Professional Services, Software, and Support and Maintenance.

1.15 "Machine" means an attended or remotely controlled computer where the Software is loaded, that is operated by no more than one person at a time.

1.16 "Materials" means any deliverables, Object Code, or other items provided by Licensor in connection with the provision of Professional Services.

1.17 "Merger" refers to any merger in which the Customer participates, regardless of whether it is the surviving or disappearing entity.

1.18 "New Release" means new releases of the Software where the number to the left of the first "." in the product designation is changed by Licensor (e.g. "16.0.6360.0" is changed to "17.0.6360.0") and made generally available by Licensor under a Subscription or a separate maintenance agreement.

1.19 "Non-Commercial" means any Use of the Software which (a) is not undertaken for profit; (b) is not intended to produce software, works, services, or data for commercial use; or (c) is neither conducted, or funded, by a person or an entity engaged in the commercial use, application, development or exploitation of works similar to the Software.

1.20 "Non-Production" means a non-operational environment into which the Software may be installed, which is not processing live data, which is not running any operations of the Customer and which has not been deployed to permit any users to access live data. Non-Production environments include development and test environments.

1.21 "Object Code" shall mean computer programs assembled or compiled in magnetic or electronic binary form on software media, which are readable and usable by machines, but not generally readable by humans without reverse-assembly, reverse-compiling, or reverse-engineering.

1.22 "Open Source Viral License Terms" means terms in any software license which require, as a condition of use, modification and/or distribution of such software or other software incorporated into, derived from or distributed with such software (a "Work"), any of the following: (a) the making available of source code or design information regarding the Work; (b) the granting of permission for creating derivative works regarding the Work; or (c) the granting of a royalty-free license to any party under intellectual property rights regarding the Work.

1.23 "Order Form" means a Licensor standard ordering document (including online purchasing webpage) referencing this Agreement and reflecting the Licensor Products purchased by Customer.

1.24 "Product Key" means a unique key-code that enables Customer to Use the Software. Only Licensor and or its authorized representatives are permitted to produce Product Keys for Software.

1.25 "Production" means an operational environment into which the Software has been installed, which is processing live data and which has been deployed so that the intended users of the environment are able to access the live data. Production environments include quality assurance, disaster recovery, failover, and high availability environments.

1.26 "Professional Services" means professional consulting services purchased by Customer in the applicable Order Form and SOW and relating to training, development and assistance with Software or CData Cloud.

1.27 "Server" means a physical or virtual machine, which may be limited by a certain number of Cores as set forth in the Order Form, which has a server operating system and/or where more than one person can simultaneously use the computer either by direct or remote access.

1.28 "Site" means the single physical location that corresponds to a single physical mailing address, where Customer's Developers are licensed to use the Software under Exhibit A as designated in the Order Form.

1.29 "Software" means the (a) the proprietary Licensor software application product that is deployed on Customer's premise and/or hosted by CDATA in a cloud environment and that are specified in an Order Form; and (b) all related Documentation for and any Support and Maintenance releases of the same Software.

1.30 "Source Code" shall mean the human-readable form of the computer programming code and related system documentation including all comments and any procedural code such as job control language.

1.31 "Subscription" means the Customer's right to Use the relevant Software downloaded on-premises or access and use the Software hosted by CData on the CData Cloud and Support and Maintenance on a term limited basis, as and to the extent listed herein and on an Order Form.

1.32 "Support" means the applicable technical support services provided for at the Licensor's website.

1.33 "Term" means the period commencing as of the Effective Date and expiring on the day that the last Subscription Term under this Agreement terminates.

1.34 "Update" collectively means revisions, patches, enhancements, fixes, modifications, additions or maintenance releases of the Software where any number to the right of the first "." in the product designation is changed by Licensor (e.g. "16.0.6355.0" is changed to "16.0.6360.0"), if any, made publicly available by the Licensor but does not include New Releases.

1.35 "Use" means to run, view, print, update, utilize, access, download, store, load, install, execute, display, or copy the Software into the memory of a computer or otherwise benefit from using the functionality of the Software in accordance with the Documentation.

2. SOFTWARE LICENSES; ACCESS TO CLOUD OFFERINGS. If and to the extent the relevant Order Form covers Software, then the terms and conditions of Attachment 1 to this Agreement shall govern Customer's license and Use of that Software. If and to the extent the relevant Order Form covers the CData Cloud services, then the terms and conditions of Attachment 2 to this Agreement shall govern Customer's access to and use of the Software hosted on the CData Cloud.

3. OWNERSHIP.

3.1 Licensor Products. Licensor and its suppliers have and will retain all right, title and interest in and to the Licensor Products and Documentation (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual property rights) and all copies, modifications and Derivative Works thereof. Customer acknowledges that it is obtaining only a limited license right to access and use (as the case may be) the Licensor Products and Documentation and that irrespective of any use of the words "purchase," "sale," or like terms hereunder no ownership rights are being conveyed to Customer under this Agreement or otherwise. In addition, Licensor will have a royalty-free, worldwide, irrevocable, perpetual license to use for any purpose any suggestions, enhancement requests, recommendations or other feedback provided by Customer relating to the Licensor Products.

3.2 Professional Services Work Product. Customer shall have a license right to use or access any work product or Materials delivered as part of the Professional Services, solely for its internal business purposes and solely in connection with (as the case may be) the Software regarding which the Professional Services were commissioned. Other than the limited license described in the prior sentence, Licensor shall retain all right, title and interest in and to any such Materials and Professional Services work product and any Derivative Work, enhancement or modification thereof and Customer maintains ownership of its Confidential Information.

3.3 Trademarks. Each Party hereby grants the other Party a non-exclusive, non-transferable, non-sublicensable license for the Term of this Agreement to use the other Party's trademarks in connection with this Agreement. Nothing herein shall grant either Party any right, title or interest in the other Party's trademarks. At no time during or after the Term of this Agreement shall either Party challenge or assist others to challenge the other Party's trademarks or the registration thereof or attempt to register any trademarks, marks or trade names confusingly similar to those of the

other Party. The Parties shall consult with each other before issuing any press releases or otherwise make any public statements with respect to this Agreement and the transactions contemplated hereby. Notwithstanding the foregoing, each Party may identify the other Party by name and logo as a current or former partner on such Party's website, announcements and in product literature.

4. FEES; PAYMENT TERMS; COMPLIANCE.

4.1 Fees; Payment Terms. Amounts due for any Licensor Products will either be payable immediately upon ordering any Licensor Products or may be invoiced and payable in accordance with the Order Form or SOW ("Fees"). All payments shall be made in the currency noted online or on the applicable Order Form or SOW within thirty (30) days of the applicable invoice. Customer shall be responsible for all taxes, withholdings, duties and levies arising from the order (excluding taxes based on the net income of Licensor). Except as set forth herein, Fees are non-refundable upon payment. Payments will be made without right of set-off or chargeback. Any late payments shall be subject to a service charge equal to 1.5% per month of the amount due or the maximum amount allowed by law, whichever is less. Additionally, Licensor may temporarily suspend any rights Customer may have to the Licensor Products, support services for the Software and maintenance Updates, including New Releases of the Software, until the undisputed portion of Customer's account is brought current.

4.2 Compliance. Upon request by Licensor, Customer will certify in writing that all use of Software is in compliance with the terms of this Agreement, indicating, where relevant, the number of Software licenses deployed at that time or the number of Cores in use per the Order Form. Customer grants Licensor, or an agent selected by Licensor, the right to perform, during normal business hours, a reasonable audit of compliance with this Agreement. Customer agrees to cooperate and provide Licensor with all records reasonably related to its compliance with this Agreement. If, as a result of the audit, a deficiency of greater than five percent (5%) is found in the license fees paid, then Customer shall bear the total cost of the audit, in addition to any other liabilities Customer may have.

5. TERM AND TERMINATION.

5.1 Term and Termination. If Customer purchased a Subscription, the term of the subscription shall be twelve months from the Effective Date of this Agreement unless the Order Form states otherwise and the license for the Software or access to the CData Cloud and this Agreement will terminate at the end of the Subscription Term unless it is renewed ("Subscription Term"). Each subsequent annual renewal Subscription Term will start on the day following the expiration of the previous Subscription Term regardless of the actual subscription renewal date. If Customer purchased a perpetual license to the Software, then unless terminated earlier herein, the Software license and this Agreement begins on the Effective Date and continues perpetually ("Perpetual Term"). Collectively or individually depending on Customer's purchase, the Subscription Term and the Perpetual Term may be referred to herein as the "Term". Customer may terminate this Agreement at any time by providing written notice to Licensor, however, Customer will remain liable for the full amount of Fees for the entire Term and Customer will not receive a refund of any Fees paid. If Customer's Subscription Term expires without renewal or otherwise terminates, then all Support and Maintenance shall cease, all licenses and/or access granted herein and this Agreement immediately terminates and at Licensor's request, Customer shall promptly destroy all copies of the Software and related documentation in Customer's possession or control. If at any time Customers fail to make timely payment of any applicable Fees due or use the Software in excess of Customer's purchased license but fail to timely notify Licensor of such excess use and purchase and pay for the additional licenses as required or otherwise breach any term or condition of this Agreement, then

Licensor may, in addition to any other remedy to which it may be entitled, terminate Customer's license to the Software and/or access to the CData Cloud and any rights Customer may have to Support and Maintenance. Either Party may terminate this Agreement, effective immediately upon written notice, if the other party becomes the subject of a voluntary or involuntary petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, if that petition or proceeding is not dismissed with prejudice within sixty (60) days after filing. If Licensor is terminating the license for cause, and Customer has acquired a Subscription, Customer remains liable for all unpaid Fees that are payable for the entire Subscription Term.

5.2 Effects of Termination. Upon expiration or termination of this Agreement for any reason: (a) any amounts owed to Licensor under this Agreement before such termination will be immediately due and payable; (b) Customer shall cease any and all use of the Licensor Products, and at Licensor's request destroy all copies of the latter and so certify to Licensor in writing; (c) each Party will destroy the Confidential Information of the other Party that it obtained during the course of this Agreement; and (d) at Licensor's request, Customer must certify in writing to Licensor that it has complied with the terms of this Section 5.2.

5.3 Suspension of CData Cloud. In addition to its other rights under this Section 5, Licensor may suspend or terminate Customer's access to the CData Cloud upon written notice in order to: (a) prevent damage to or degradation of, the CData Cloud caused by Customer; or (b) comply with any law, regulation, court order, or other governmental request or order which requires immediate action. If suspended, Licensor will promptly restore use of the CData Cloud to Customer as soon as the event giving rise to the suspension has been resolved to Licensor's satisfaction.

5.4 Survival. Sections 1, 3, 4 (as long as Fees are due to Licensor), 5, 8, 10, 11, 12 and 13 shall survive any termination or expiration of this Agreement.

6. SUPPORT AND MAINTENANCE. Subscription licenses to the Licensor Products include standard support services (as further described at Licensor's website www.cdata.com), Updates and New Releases during the Subscription Term. Perpetual licenses to the Software include Updates and standard support services. Customers may purchase an Annual Premium Support Agreement and/or Annual Maintenance Agreement as further described at Licensor's website.

7. PROFESSIONAL SERVICES. Licensor shall provide the Professional Services purchased in the applicable Order Form or SOW, as the case may be. Professional Services may be ordered by Customer pursuant to a SOW describing the work to be performed, fees and any applicable dependencies and other technical specifications or related information. Each SOW must be signed by both parties before Licensor shall commence work under such SOW. If the parties do not execute a separate SOW, Professional Services shall be provided as stated on the Order Form.

8. CONFIDENTIAL INFORMATION. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information. The Receiving Party's non-disclosure obligation shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (iv) is independently developed by employees of the Receiving Party who had no access to such information; or (v) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to

the Disclosing Party). Each party will only disclose Confidential Information to its employees, agents, representatives and authorized contractors (collectively "Representatives") having a need to know for the purposes of this Agreement. Each party will notify and inform such Representatives of each party's limitations, duties, and obligations regarding use, access to, and nondisclosure of Confidential Information and will obtain or have obtained its Representatives' agreements to comply with such limitations, duties, and obligations with regard to such Confidential Information no less restrictive than those contained herein. Each party is liable for all acts and omissions of the Representatives related to the other party's Confidential Information. Each party agrees to give notice to the other party immediately after learning of or having reason to suspect a breach of any of the proprietary restrictions set forth in this Section. The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law.

9. DATA PROTECTION. Licensor does not process the personal data of its Customers licensing on-premise Software and relies on the Customer to maintain adequate protections for that data. However, for Customer personal data provided to Licensor as part of CData Cloud Services, Customer registration information and sales and marketing related Customer personal data used to perform our contractual obligations and improve our products, Licensor is the controller and accepts related responsibilities under the GDPR. EU Customers can find a pre-signed Data Processing Addendum available on the Licensor website at <https://www.cdata.com/company/legal/dpa/>.

10. LIMITED WARRANTY; DISCLAIMER OF WARRANTY. Licensor warrants that it has the right to grant the licenses to the Software. Licensor warrants that such Software will substantially conform in material respects to the functional specifications provided by Licensor with the Software. This limited warranty is not transferable and extends only for thirty (30) days from the Delivery Date of the Software. This limited warranty does not cover damages, defects, malfunctions or failures caused by any unauthorized modification of the Software by you, or your agents; any abuse, misuse or negligent acts of you; modification by you of the Software; or any failure by you to follow Licensor's installation, operation or maintenance instructions. EXCEPT FOR THE PRECEDING EXPRESS LIMITED WARRANTY, LICENSOR MAKES, AND YOU RECEIVE, NO INDEMNIFICATION OR OTHER WARRANTIES RELATED TO THE SOFTWARE WHETHER EXPRESS, IMPLIED OR STATUTORY, AND LICENSOR SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. LICENSOR DOES NOT WARRANT THAT THE FUNCTIONS OF THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. YOU ASSUME RESPONSIBILITY FOR SELECTING THE SOFTWARE AND THE RESULTS ACHIEVED. YOUR SOLE AND EXCLUSIVE REMEDY, AND LICENSOR'S ENTIRE LIABILITY, FOR BREACH OF THE WARRANTIES PROVIDED HEREIN, IS FOR LICENSOR TO USE COMMERCIALY REASONABLE EFFORTS TO REMEDY ANY NON-CONFORMANCE. ALL TRIAL VERSIONS, INCLUDING BUT NOT LIMITED TO FREE, TRIAL, BETA, OR NON-COMMERCIAL VERSIONS OF THE SOFTWARE ARE PROVIDED ON AN AS IS AND AS AVAILABLE BASIS, WITHOUT WARRANTIES OF ANY KIND, MAINTENANCE, SUPPORT OR INDEMNITY OBLIGATION ON THE PART OF LICENSOR. If a jurisdiction applicable to this Agreement restricts the exclusion of certain implied warranties, limitations on how long an implied warranty may last, or the exclusion or limitation of incidental, consequential, or special damages: (A) each warranty which cannot be excluded is limited in time to sixty (60) days from the Delivery Date; and (B) Licensor's total liability to you for breach of all such warranties are limited to the lesser of the remedy stated herein or the amount stated in Section 11 (Limitation of Liability).

11. LIMITATION OF LIABILITY. IF YOU SHOULD BECOME ENTITLED TO CLAIM DAMAGES FROM LICENSOR FOR ANY REASON (INCLUDING BUT NOT LIMITED TO THIRD PARTY INFRINGEMENT), LICENSOR WILL BE LIABLE ONLY FOR THE AMOUNT OF YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (IN THE AGGREGATE FOR ALL CLAIMS) THE FEES, IF ANY, YOU PAID TO LICENSOR UNDER THIS AGREEMENT WITHIN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EARLIEST DATE ON WHICH THE ACT OR OMISSION GIVING RISE TO YOUR CLAIM OCCURRED OR SHOULD HAVE OCCURRED, AS APPLICABLE. The provisions of this Agreement allocate the risks between you and Licensor. The Fees reflect this allocation of risk and the limitations of liability herein. EACH EXCLUSION OR LIMITATION IS INTENDED TO BE A SEPARATE AND THEREFORE SEVERABLE EXCLUSION. The parties agree that the limitations specified in this Section 11 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

12. EXCLUSION OF DAMAGES. UNDER NO CIRCUMSTANCES WILL LICENSOR BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, MISREPRESENTATION AND OTHER CONTRACT OR TORT CLAIMS; LOST PROFITS; OR ANY DAMAGES RESULTING FROM LOSS OF DATA, SECURITY BREACH, PROPERTY DAMAGE, LOSS OF REVENUE, LOSS OF BUSINESS OR LOST SAVINGS), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE PERFORMANCE OF THE LICENSOR PRODUCTS OR OF ANY OTHER OBLIGATIONS RELATING TO THIS AGREEMENT, WHETHER OR NOT LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The limitations of liability set forth herein will survive and apply notwithstanding the failure of any limited or exclusive remedy for breach of warranty set forth in this Agreement. The Parties agree that the foregoing limitations will not be read so as to limit any liability to an extent that would not be permitted under applicable law and specifically will not limit any liability for gross negligence, intentional tortious or unlawful conduct or damages for strict liability that may not be limited by law.

13. GENERAL.

13.1 Export Compliance. Each Party shall comply with all laws applicable to the actions contemplated by this Agreement. You acknowledge that the Software is of United States origin, is provided subject to the U.S. Export Administration Regulations, may be subject to the export control laws of the applicable territory, and that diversion contrary to applicable export control laws is prohibited. you represent that (i) you are not, and are not acting on behalf of, (a) any person who is a citizen, national, or resident of, or who is controlled by the government of any country to which the United States has prohibited export transactions; or (b) any person or entity listed on the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, or the U.S. Commerce Department Denied Persons List or Entity List; and (ii) you will not permit the Software to be used for any purposes prohibited by law, including, any prohibited development, design, manufacture or production of missiles or nuclear, chemical or biological weapons.

13.2 Government Use. If Customer is part of or procuring the RSSBUS Product on behalf of an agency, department, or other entity of the United States Government ("Government"), the use, duplication, reproduction, release, modification, disclosure or transfer of the Software is restricted in accordance with the Federal Acquisition Regulations as applied to civilian agencies and the Defense Federal Acquisition Regulation Supplement as applied to military agencies. The Software is "commercial computer software" and "commercial computer software documentation." In accordance with such provisions, any use of the Software by the Government shall be governed solely by the terms of this Agreement.

13.3 Independent Contractors. The Parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise, or agency between the Parties. Neither Party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

13.4 No Assignment or Transfer. This license is not assignable or transferable unless otherwise set forth herein. You may not distribute, sublicense, assign, share, sell, grant a security interest in, use for service bureau purposes, or otherwise transfer the Licensor Product or your license to use the Software without the prior written consent of Licensor, and then only upon a permanent transfer of the Software and provided all Software is included in such transfer and you retain no copies of the Software. For the avoidance of doubt, a Change of Control and Merger involving you is considered to be an assignment under this Agreement.

13.5 Force Majeure. If during the Term of this Agreement, there occurs a Force Majeure Event (a fire, storm, flood, adverse weather conditions, explosions, acts of God, terrorism or the threat thereof, nuclear, chemical or biological contamination, compliance with any law, governmental controls, restrictions or prohibitions, general strikes, lockouts, industrial action or employment dispute, protests, public disorder, general interruptions in communications or power supply, failure or malfunction of computer systems or any other event or circumstance beyond the reasonable control of Licensor and not caused by Licensor) which prevents Licensor from performing under this Agreement, Licensor shall have the right, exercisable by written notice to Customer within five (5) business days of the date of the Force Majeure Event, to extend any period for Licensor's performance hereunder by a period of time equal to that time that Licensor reasonably anticipates that it will be unable to perform.

13.6 Severability. If any provision of this Agreement is deemed contrary to applicable law or unenforceable by a court of competent jurisdiction, the provision will be severed from the Agreement and all remaining provisions will continue in full force.

13.7 Entire Agreement. This Agreement including any website links, Attachments, and Order Forms is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. No provision of any sales order, purchase order or other business form, including any electronic invoicing portals, RFP and vendor registration processes, employed by Customer will supersede the terms and conditions of this Agreement, and any such document shall be for administrative purposes only and shall have no legal effect. Notwithstanding the foregoing, Licensor may, from time to time, update this Agreement with New Releases of the Licensor Products and such version will then be applicable.

13.8 Notices. Any and all notices, requests, demands and other communications required or otherwise contemplated to be made under this Agreement shall be in writing and in English and shall be deemed to have been duly given, (i) if delivered personally, when received; (ii) if transmitted by facsimile, upon receipt of a transmittal confirmation; (iii) if sent by certified mail, return receipt requested, postage prepaid, on the date indicated on the return receipt; (iv) if by international courier service, on the delivery date as may be confirmed to the sender by such courier service; or (v) if by E-mail, when the recipient, by an email sent to the email address for the sender as specified on the Order Form or by a notice delivered by another method in accordance with this Section, acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this Section. All such notices, requests, demands and other communications shall be addressed as specified on the Order Form.

13.9 Controlling Language. Regardless of any language into which this Agreement may be translated, the official, controlling and governing version of this Agreement shall be exclusively the English language version. This Agreement has been drawn up in English at the express wish of the parties. Le present contrat a ete redige en anglais a la demande expresse des parties.

13.10 Aggregated Data. Licensor shall only collect anonymous and aggregate data regarding usage of the Licensor Products and not any personal or Customer Confidential Information or that of any of its users. Further, Licensor may use the anonymous and aggregated data collected for diagnostic, technical and related information, including non-personal information related to Customer's device, computer, system, application software, or peripherals to facilitate the provision of Support, Maintenance and compliance verification, and otherwise to improve the Licensor Products and delivery of related services.

13.11 Modifications. Any amendment of this Agreement must be in writing and signed by both parties. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by a written waiver by a duly authorized representative. No waiver of a breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement.

13.12 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of North Carolina, excluding rules governing conflict of law and choice of law. The federal and state courts within North Carolina shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement. Each party hereto expressly consents to the personal jurisdiction of, and venue in, such courts and service of process being affected upon it by registered mail and sent to the address set forth at the beginning of this Agreement or the Order Form. The Parties agree that the UN Convention on Contracts for the International Sale of Goods (Vienna, 1980) and the Uniform Computer Information Transaction Act or similar federal or state laws or regulations shall not apply to this Agreement nor to any dispute or transaction arising out of this Agreement. The Party prevailing in any dispute under this Agreement shall be entitled to its costs and legal fees.

ATTACHMENT 1

License Grant: Software

1. Evaluation Software. If Customer obtained a license to a trial, beta, or evaluation license of the Software ("Evaluation Version"), Licensor grants Customer a free-of-charge, non-transferable, non-sublicensable, non-exclusive right and license for one (1) Authorized User to Use one (1) copy of the Evaluation Version solely for Non-Production, non-commercial purposes to internally evaluate the Software to determine whether to purchase the Software. Customer may not download more than one (1) copy of the Evaluation Version of the Software unless otherwise authorized by Licensor. Customer may not use the Evaluation Version for any other purpose. Customer may only Use the Evaluation Version for thirty (30) days from the date Customer activates and/or registers via the Product Key, unless otherwise specified by Licensor in the Order Form ("Evaluation Period"). Unless Customer pays the applicable fee for the Software (and Licensor issues Customer a Product Key in exchange), the Evaluation Version of the Software may become inoperable and, in any event, Customer's right to Use the Evaluation Version of the Software automatically expires at the end of the Evaluation Period. Licensor may terminate Customer's license to the Evaluation Version Software upon written notice at any time for any reason and without liability of any kind. If Customer subsequently licenses a non-evaluation version of the Software, Customer's license to the Evaluation

Version of the Software shall immediately terminate and Customer expressly agrees that, unless Customer has a separately signed license agreement governing Customer's use of the Software, this Agreement, and the terms and conditions herein, shall govern Customer's use of such non-evaluation version. Customer may not distribute Applications that use the Evaluation Version of the Software as a runtime component.

2. License Grant. During the Term, subject to the Order Form and payment of Fees, where applicable and the terms, conditions, and restrictions set forth in this Agreement, Licensor grants Customer a worldwide, non-exclusive, non-transferable, non-sublicensable and non-assignable (except as otherwise expressly provided in this Agreement) right and license to install, access and Use the specific version of the Software noted in the Product Key for Customer's internal business operations in accordance with the number and type of licenses, and where applicable the number of Cores, set out below and in the Order Form.

3. Back-Up and Documentation Copy. Customer may make a reasonable number of copies of the Software for internal, Non-Production purposes provided Customer reproduces all copyright and other proprietary notices that are on the original copy of the Software. Further, Customer may make a reasonable number of copies of the Documentation (i.e. manuals and installation guides) for its internal use in accordance with this Agreement, provided that Customer reproduces all copyright and other proprietary notices that are on the original copy of Documentation.

4. License Restrictions. Licensor reserves all rights not expressly granted to Customer in this Agreement. Without limiting the generality of the foregoing, Customer acknowledges that the Software contains trade secrets and subject to applicable laws, and unless expressly otherwise set forth in this Agreement, Customer will not: (a) modify, translate or create Derivative Works of the Software; (b) decompile, reverse engineer or reverse assemble any portion of the Software or attempt to discover any Source Code or underlying ideas or algorithms of the Software; (c) remove or alter any trademark, logo, copyright or other proprietary notices associated with the Software; (d) sell or license the Software as a stand-alone product; (e) use the Software to develop any works which provide substantially the same functionality as the Software or enables building other software which would compete with the Software, including but not limited to, using a web service to call and/or expose the Software in non-compiled form. For the avoidance of doubt, all Applications must provide substantial additional functionality that is not available through the Software alone; (f) cause the Software or Application to be subject to any Open Source Viral License Terms; (g) publicize or otherwise disclose any results of benchmark tests run on the Software; and (h) cause or permit any other person or entity to do any of the foregoing, (i) the Software may not be used by Customer's Affiliated parties unless specifically authorized in an Order Form and (j) Bundle the Software in whole or in part with any other products, applications or extensions without Licensor's prior explicit written approval.

5. Use by Third Parties. Licensor acknowledges and agrees that the Software may, subject to the terms of this Agreement, be used by your third-party service providers, independent contractors, consultants and outsourcers, provided that such third parties agree to comply with the terms of this Agreement and such third parties Use the Software only for your benefit and business purposes. If requested by Licensor, you will provide a list of any third parties that are using the Software pursuant to this Section to assist Licensor in managing the licensing of the Software. You will remain responsible and legally liable for the proper use of the Software in accordance with this Agreement by such third parties.

6. Electronic Delivery. All Software and Documentation shall be delivered by electronic means unless otherwise specified on the applicable Order Form. Software shall be deemed delivered when it is made available for download by you ("Delivery Date").

7. License Types. The Software is offered in the following license types, which may be combined, pursuant to the specific grant and restrictions set forth below and noted on the Order Form. The following license types may also be available as Site licenses if noted on the Order Form.

7.1 Non-Commercial License. Subject to the Term specified in the Order Form and Customer's payment of license Fees, Licensor grants Customer a non-transferable, non-sublicensable, non-exclusive, worldwide right and license to install and Use the specific version of the Software purchased solely for Non-Commercial purposes on one (1) Desktop/Workstation.

7.2 User License. Subject to the Term specified in the Order Form and Customer's payment of license Fees, Licensor grants Customer a non-transferable, non-sublicensable, non-exclusive, worldwide right and license for one (1) Authorized User to install and Use the specific version of the Software purchased on any number of Desktop/Workstation(s) owned or controlled by Customer, for internal purposes only. Twice per year, with approval from Licensor, a single Software license may be re-allocated to another Authorized User in the event that the original Authorized User is no longer employed by Customer or has been assigned to a new role where access to the Software will no longer be required on a permanent basis.

7.3 Development License. Subject to the Term specified in the Order Form and Customer's payment of license fees, Licensor grants Customer a non-transferable, non-sublicensable, non-exclusive, worldwide right and license for one (1) Developer to install and Use the specific version of the Software purchased on any number of Desktop/Workstations or Non-Production Servers owned or controlled by the named Developer for Non-Production purposes. For the avoidance of doubt, Customer is not granted any right to distribute or deploy any product, including but not limited to Application(s) which may be developed by or for Customer under this Software license. Twice per year, with approval from Licensor, a single Software license may be re-allocated to another Desktop/Workstations or Non-Production Server in the event that the original Desktop/Workstation or Non-Production Server is no longer functional.

7.4 Desktop/Workstation License. Subject to the Term specified in the Order Form and Customer's payment of license Fees, Licensor grants Customer a non-transferable, non-sublicensable, non-exclusive, worldwide right and license to install and Use the specific version of the Software purchased on one (1) Desktop/Workstation for Production or Non-Production purposes. Under this license grant the Software may not be installed or Used on a Server. Twice per year, with approval from Licensor, a single Software license may be re-allocated to another Desktop/Workstation in the event that the assigned Desktop/Workstation is no longer functional.

7.5 Server License. Subject to the Term specified in the Order Form and Customer's payment of license Fees, Licensor grants Customer a non-transferable, non-sublicensable, non-exclusive, worldwide right and license to install and Use the specific version of the Software purchased on one (1) Server, with any Core limitations noted on the Order Form, owned or operated by Customer for Production or Non-Production purposes. For the purposes of this license grant, Customer may Use the Software on one (1) Desktop/Workstation as a substitute for, and not in addition to, one (1) Server. For the avoidance of doubt, Customer is not granted any right to distribute or deploy any product, including but not limited to, Application(s) developed under this Server License without obtaining a separate license from Licensor. Twice per year, with approval from Licensor, a single

Software license may be re-allocated to another Server in the event that the assigned Server is no longer functional. Notwithstanding anything in this Agreement to the contrary, if Customer purchased BizTalk Standard: Customer may Use the Software solely with the Microsoft BizTalk Standard Edition for Customer's internal data processing and computing needs.

8. PRODUCT SPECIFIC TERMS.

8.1 CData Oracle Driver. The CData Oracle Driver contains Oracle Instant Client libraries redistributed and licensed to Customers in compliance with and under the relevant terms of the Oracle Technology Network License located at <https://www.oracle.com/technetwork/licenses/distribution-license-152002.html>. Customers have no right to distribute the Oracle Instant Client libraries or its documentation without express permission from Oracle. Further, Oracle is a third party beneficiary of this Agreement solely as it pertains to the Oracle Instant Client libraries.

8.2 ADO.NET Providers.

8.2.1 Per-Developer License. Subject to Customer's payment of license Fees, Licensor grants Customer a perpetual, non-transferable, non-sublicensable, non-exclusive, worldwide right and license for one (1) Developer to install and Use the specific version of the Software purchased on any number of Desktop/Workstations or Non-Production Servers owned or controlled by the named Developer in order to create, develop and test Applications; AND

8.2.2 Royalty-Free Distribution License. Solely during the Subscription Term, subject to the Order Form and Customer's payment of annual Subscription Fees, Licensor grants Customer a non-transferable, non-sublicensable, non-exclusive, royalty-free worldwide right and license to distribute compiled desktop or mobile Applications developed by or for Customer, which use the Software as a run-time component, to internal Desktop/Workstations within Customer's organization or with mobile applications, without owing additional fees to Licensor. For the avoidance of doubt, if Customer is using the Software on a Production Server, please see Licensor about purchasing a Server license. Termination. Upon expiration or termination of this Agreement by Customer or by Licensor for cause or non-payment of renewal Subscription Fees, Updates and New Releases shall cease and the Per Developer license grant set forth herein and any sublicenses to use the Software as a run-time component as part of Customer's Application granted by Customer to Customer's end users prior to expiration or termination shall survive, however, the Royalty Free Distribution license grant herein will immediately terminate and Customer will immediately cease distributing or deploying Application(s).

ATTACHMENT 2

Grant of Access and Use: CData Cloud

1. Use of the CData Cloud. During the CDATA Cloud Subscription Term, CDATA shall deploy the Software and subsequent Updates and New Releases of the Software in the hosted environment, provide Customer with access to the hosted environment and monitor and support the operation of the hosted environment and the Software. CDATA grants Customer the right to use and access the Software during the Subscription Term via the hosted environment. For the avoidance of doubt, no Software is downloaded to Customer's premise as part of the CData Cloud license.

2. Documentation. Customer may reproduce and use the Documentation solely as necessary to support its access and use of the Software in the hosted environment.

3. Customer Responsibilities. Customer shall (i) comply and be responsible for its Authorized Users' compliance with these terms and conditions and any applicable laws and government regulations in the use of the CData Cloud; and (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the CData Cloud and notify CDATA promptly of any such unauthorized access or use.

4. Customer Data Back-Up. Customer acknowledges that the CData Cloud is not a system of record, and Customer is responsible for all data storage, the Customer Data and back up of the source systems from which the data processed by the CData Cloud is sourced. In the event of corruption or destruction of or damage to Customer Data hosted on the CData Cloud, CData will use commercially reasonable efforts to recover or restore Customer Data from back up on the CData Cloud, but shall not be liable for any damages or other consequences due to destruction or corruption of or damage to Customer Data.

5. AWS Subscription Terms. Where Customer has purchased a subscription to the Software through the Amazon Web Services Marketplace ("AWS") the following additional terms apply: (i) CDATA grants to Customer a non-exclusive, non-transferable, worldwide right during the applicable Subscription Term to access and use the Software solely for the Amazon Machine Image for which Customer has purchased the subscription to the Software; (ii) The AWS ordering page enables you to select certain usage categories and volume based restrictions regarding your use of the Software. Use of and access to the Software is permitted only in accordance with the usage categories and volume based restriction set forth on the AWS ordering page; (iii) If Customer's subscription is not renewed, Customer's access to the Software will terminate at the end of the then-current Subscription Term. Renewals will be addressed in the same manner as renewals for the applicable Amazon Machine Image.

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