End User License Agreement

THIS END USER LICENSE AGREEMENT ("AGREEMENT") IS A LEGAL AGREEMENT BETWEEN YOU, EITHER A SINGLE INDIVIDUAL, ENTITY OR GOVERNMENT ORGANIZATION ("YOU" OR "YOUR") AND /N SOFTWARE INC. AND ITS AFFILIATES ("LICENSOR") FOR THE SOFTWARE YOU ARE LICENSING. CAREFULLY READ THIS AGREEMENT BEFORE YOU INSTALL OR USE THE SOFTWARE. BY INSTALLING OR USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT. ALL SOFTWARE ORDERED THROUGH A LICENSOR AUTHORIZED PARTNER IS GOVERNED BY THIS AGREEMENT. IF YOU DO NOT HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT, OR IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MUST NOT INSTALL OR USE THE SOFTWARE.

1. EVALUATION SOFTWARE If you obtained a license to a trial, beta, or evaluation license of the Software ("Evaluation Version"), Licensor grants you a free-of-charge, non-transferable, nonsublicensable, 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. You may not download more than one (1) copy of the Evaluation Version of the Software unless otherwise authorized by Licensor. You may not use the Evaluation Version for any other purpose. You may only Use the Evaluation Version for thirty (30) days from the date you activate and/or register via the Product Key, unless otherwise specified by Licensor in the Order Form ("Evaluation Period"). Unless you pay the applicable fee for the Software (and Licensor issues you a Product Key in exchange), the Evaluation Version Software may become inoperable and, in any event, your right to Use the Evaluation Version Software automatically expires at the end of the Evaluation Period. Licensor may terminate your license to the Evaluation Version Software upon written notice at any time for any reason and without liability of any kind. If you subsequently license a non-evaluation version of the Software, your license to the Evaluation Version Software shall immediately terminate and you expressly agree that, unless you have a separate signed license agreement governing your use of the Software, this Agreement, and the terms and conditions herein, shall govern your use of such non-evaluation version. You may not distribute Applications that use the Evaluation Version of the Software as a runtime component.

- **2. LICENSE GRANTS.** 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, your right to Use the specific version of the Software noted in the Product Key is as follows:
- **2.1 Developer License**. Subject to the Term specified in the Order Form and your payment of license fees, Licensor grants you a non-transferable, non-sublicensable, non-exclusive, worldwide right and license for the number of Developer(s) listed in the Order Form to install and Use the specific version of the Software purchased, on any number of Machines owned, controlled and used exclusively by the named Developer in order to create, develop and test Applications.
- **2.2 Team License.** Subject to the Term specified in the Order Form and your payment of license fees, Licensor grants you a worldwide, non-transferable, non-sublicensable, non-exclusive license for the number of Developers listed in the Order Form, to install and Use the specific version of the Software purchased, on any number of Machines owned, controlled and used exclusively by the named Developers, in order to create, develop and test Applications.
- **2.3 Site License.** Subject to the Term specified in the Order Form and your payment of license fees, Licensor grants you a worldwide, non-transferable, non-sublicensable, non-exclusive license for an unlimited number of Developers, unless otherwise listed in the Order Form, to install and Use the Software on any number of Machines owned or controlled by you, solely at the Site listed in the Order Form in order to create, develop and test Applications. If you purchase a Site subscription license then upon any termination or expiration of the Subscription Term, as set forth in Section 12, Developers will be able to continue to Use the Software perpetually in existing installations at the Site in order to create, develop and test Applications, however, you will be required to purchase new Site subscription licenses for any new installations of the Software for the Site and in order to continue Royalty-Free Distribution of the Applications.
- **2.4 Royalty-Free** Distribution License . If the Software license purchased by you is marked as "Royalty-Free" either on the website ordering page or in the Order Form, Licensor grants you a non-transferable, non-sublicensable, non-exclusive, royalty-free right and license to deploy Application(s) developed by or for you which use the Software as a run-time component without owing additional fees to Licensor, provided the Application(s): (A) contain no modifications to the Software (including alterations to the original proprietary notices); (B) are in compiled, executable form; (C) do not provide substantially the same functionality as the Software or have as one of their purposes to build other applications, frameworks or programs that would compete with the Software; (D) do not reproduce or distribute any portion of the documentation for the Software

or document the Application in a manner that identifies the programmatic interface to the callable routines in the Software; (E) are not a software development application that is sold primarily to software developers or system integrators, or a development environment of any kind; and (F) are subject to a license agreement that (i) limits Application end-users use of the Software to a run-time component, (ii) restricts the Application end-user from changing, altering or modifying the Software, creating derivative works, translations, reverse assembling, reverse compiling, disassembling, or in any way reverse engineering the Software, and (iii) prevents the Application end-user from hosting, sublicensing, renting, distributing, leasing or otherwise transferring or assigning any portion of the Software. For the avoidance of doubt, your end-users may use the Application(s) as part of your frameworks, components or systems for your end-users' own internal purpose (and NOT for subsequent distribution to another third party, including, without limitation, as part of Middleware) without any additional payment to Licensor (royalty-free).

- **2.5 Subscription License.** If the Software license purchased by you is marked as "Subscription", during the Subscription Term, in consideration of your timely payment of the non-refundable Subscription license fees set forth in the Order Form, Licensor grants you a non-transferable, non-sublicensable, non-exclusive right and license for the number of named Developers listed in the Order Form to Use the Software, on any number of Machines used exclusively by the named Developers in order to create, develop, build and test Applications. Each Subscription License can be renewed for subsequent (1) year terms for the same number of Developers specified in the original Order Form. Additional Developer licenses can be added to, and combined with, the Subscription License being renewed, but the original number of Developers cannot be reduced.
- 2.6 Source Code License . Subject to the Term specified in the Order Form and your payment of the Source Code license fee and solely in conjunction with your purchase of one of licenses granted under Section 2 herein, Licensor grants you a worldwide, non-transferable, non-sublicensable, non-exclusive license to make modifications, enhancements, derivative works and/or extensions to the licensed Software Source Code and/or create Applications in Source Code form under the terms set forth in this Agreement. In the event you develop the Applications in Source Code form, either independently or jointly with the Licensor, you hereby agree and acknowledge that such Applications (unless otherwise agreed by you and Licensor) shall be your exclusive property, provided that you agree and acknowledge that any distribution of the Applications shall be in Object Code only. For avoidance of doubt, if you distribute your Application to your end-users in Source Code, the Software shall remain in Object Code. You hereby acknowledge and agree that Licensor is and shall always remain the exclusive owner of

the Software licensed hereunder and all intellectual property related thereto. Under no circumstances may the Source Code be used in whole or in part, for creating a product that provides the same, or substantially the same, functionality as any of the Licensor's products. You shall not take any action, or assist or otherwise aid anyone else in taking any action that would, in any way, limit the Licensor's independent development, sale, assignment, licensing or use of its Software. Unless explicitly provided herein or applicable documentation, you shall not modify or delete, in whole or part, any copyright, trade secret, proprietary, confidential or other notice thereon or therein the Source Code, without the express, prior written consent of the Licensor. YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT THE SOURCE CODE IS LICENSED "AS IS," AND THAT LICENSOR DOES NOT PROVIDE ANY TECHNICAL SUPPORT FOR THE SOURCE CODE OR ITS DERIVATIVES.

- 3. CONFIDENTIAL INFORMATION . You acknowledge that the Software, including all Object Code and Source Code (if provided) and all parts and aspects thereof, and any updates, modifications, translations, localizations, or other derivative works thereof, in whatever form, whether or not marked as confidential, the Product Key and benchmark results (collectively, the "Confidential Information"), are the valuable proprietary and trade secret information of Licensor and/or its licensors and suppliers. You shall (i) limit use and disclosure of the Confidential Information to its employees and its consultants who are authorized pursuant to this Agreement to use the Software and who agree to be bound by the terms of this Agreement or are otherwise bound to a confidentiality agreement containing substantially similar terms; (ii) not provide or disclose any of the Confidential Information to another party; and (iii) treat the Confidential Information with the same degree of care to avoid disclosure to any third party as is used with respect to Licensee's information of like importance which is to be kept secret, but with no less than reasonable care. The foregoing obligations shall be in addition to any obligations set forth in any separate confidentiality agreement between Licensor and you. You further acknowledge that in the event of a breach or threat of breach of this Section 3, money damages will not be adequate. Therefore, in addition to any other legal or equitable remedies, Licensor shall be entitled to seek injunctive or similar equitable relief against such breach or threat of breach.
- **4. BACK-UP AND DOCUMENTATION COPY.** You may make a reasonable number of copies of the Software for non-commercial purposes provided you reproduce all copyright and other proprietary notices that are on the original copy of the Software. Further, you may make a reasonable number of copies of the Software user documentation (i.e. manuals and installation guides) for your internal use in accordance with this Agreement, provided that you reproduce all

copyright and other proprietary notices that are on the original copy of Software user documentation.

- 5. LICENSE TRANSFER AND RESTRICTIONS. Twice per year, with approval from Licensor, a single Software license may be re-allocated to another Developer in the event that the original Developer is no longer employed by you or has been assigned to a new role where access to the Software will no longer be required on a permanent basis. Further, you agree you will not: (A) copy the Software, except as permitted under this Agreement; (B) modify, adapt or translate the Software, except as permitted under this Agreement; (C) de-compile, reverse engineer or disassemble the Software or otherwise reduce the Software from object code to source code; (D) use the Software to develop any works which are competitive to the Software; (E) lease, rent, loan, sell or distribute the Software to a third party (including, using the Software on a timesharing basis, for hosting purposes, or for the provision of a fee generating service directly or indirectly to third parties) without the prior written agreement of Licensor; (F) except as expressly permitted in this Agreement, assign or transfer your license rights to a third party or sub-license any or all of your license rights under this Agreement without the prior written agreement of Licensor; (G) combine the Software with any other software (including open source software), where the combined software is subject to the GNU General Public License or any other license that requires the combined program or the Software and its Source Code to be made freely available; (H) publicize or otherwise disclose any results of benchmark tests run on the Software; (I) you may not use multiplexing or pooling software or hardware that reduces the number of individuals directly accessing or utilizing the Software; (J) the Software may not be used by your Affiliated parties unless specifically authorized in an Order Form and (K) Bundle the Software in whole or in part with any other products, applications or extensions without Licensor's prior explicit written approval.
- **6. 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.

- 7. FEES. You agree to pay the applicable license fees for the Software and any applicable delivery charges, taxes, customs, duties or other governmental fees, relating to the license for the Software. License fees will either be payable immediately upon ordering the Software or may be invoiced and payable in accordance with the Order Form. All payments shall be made in the currency noted online or on the applicable Order Form within thirty (30) days of the applicable invoice. Any amounts not subject to a good faith dispute that are not paid within forty-five days of the date of invoice will incur interest at the highest rate then permitted by law. Additionally, Licensor may temporarily suspend any rights you may have to support services for the Software and maintenance Updates, including New Releases of the Software, until the undisputed portion of your account is brought current. Except as expressly set forth herein, all fees are nonrefundable once paid. You are responsible for paying the full amount of fees to Licensor regardless of any taxes or bank transaction fees you are required to pay. Unless timely provided with a valid certificate of exemption or other evidence that items are not taxable, Licensor will invoice you for all applicable taxes including, but not limited to, VAT, GST, sales tax, consumption tax and service tax. If any withholding tax is required by applicable law to be paid by you in relation to payments due to Licensor hereunder, you will provide Licensor with official receipts and/or certificates from the appropriate taxing authorities to establish that any applicable taxes have been paid.
- **8. 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**").
- **9. SOFTWARE SUPPORT AND MAINTENANCE.** Support services for the Software and maintenance Updates, including New Releases of the Software, are included in paid subscriptions during the Subscription Term and otherwise available for purchase under Licensor's support and maintenance terms set out on Licensor's website www.secureblackbox.com.
- 10. RECORDKEEPING AND AUDIT. You agree to monitor your use of all Software and generate accurate, complete and auditable records of levels of that use. If at any time your maximum level of Use of the Software exceeds the number of licenses you have purchased, then on or before ten days after the last day of the calendar quarter in which your level of Use first exceeded that limit, you shall (i) notify Licensor in writing of your maximum level of Use and (ii) order and purchase sufficient licenses to meet or exceed the maximum level of Use of the Software during such calendar quarter. Failure either to timely report such excess use or to timely purchase and pay for the required additional licenses in accordance with this Section 10 shall be a material breach of

this Agreement. In order to enable Licensor to verify your compliance with this Agreement, you shall, throughout the Term of the license and for one year thereafter, provide to Licensor and its professional advisors access to such facilities, personnel, records and reports as reasonably necessary for it to validate compliance with this Agreement. Such right of inspection and copying includes without limitation, all Software monitoring records generated and maintained under this Section 10, and all other written or electronic data and reports that you generate or receive relevant to a determination of whether you have complied with this Agreement. You hereby irrevocably consent and agree to execute and deliver to Licensor all documentation and to perform all such other acts including furnishing such waivers and releases, at Licensor's request and expense (subject to subsection 10(iii) below) to enable Licensor to have access to all documents and records otherwise subject to inspection and audit herein, but in the custody of any third party. If any inspection discloses that you used the Software in excess of applicable license terms and failed timely to comply with this Section 10, then on notice of the inspection results, you shall immediately (i) purchase and pay for sufficient additional licenses to meet or exceed your maximum level of Use of the Software; (ii) purchase and pay for contracts for support and maintenance services sufficient to cover your new total number of Software licenses; (iii) pay late payment fees accruing on the purchase price of such additional licenses and on the amount of underpayment in respect of contracts purchased or required for support and maintenance services at a rate of 1% per month for each calendar month since the month on which your Use first exceeded your licenses; and (iv) pay the reasonable costs incurred by Licensor in conducting the audit. The remedy stated in this Section 10 is in addition to any other remedy Licensor may otherwise have.

11. OWNERSHIP. The Software is licensed and not sold to you. Licensor shall at all times retain all right, title, and interest in the Software, Documentation, and Updates, including but not limited to any copies that You are permitted to make herein ("Licensor Materials"). All applicable common law and statutory rights in the Licensor Materials, including, but not limited to, rights in confidential and trade secret material, Source Code, Object Code, Intellectual Property rights, trademarks, service marks, patents, and copyrights, shall be and will remain the property of Licensor. You shall have no right, title, or interest in such proprietary rights except as provided in this Agreement. You recognize Licensor's rights in the Licensor Materials and in the Intellectual Property rights therein and will not at any time knowingly bring such title or validity into issue or in any way impair the title of Licensor to any of such rights. By virtue of this Agreement, you acquire only the non–exclusive right to use the Licensor Materials and do not acquire any rights of ownership to the Licensor Materials. Except for the license rights expressly granted herein, this Agreement grants no additional express or implied license, right or interest in

the Licensor Materials or other Intellectual Property rights of Licensor or its Affiliates. Licensor reserves all rights not expressly granted to you in this Agreement. You are responsible for any copyright infringement that is caused by you or any of your third parties.

12. TERM OF LICENSE; TERMINATION . If you purchased a subscription license, then the term of the subscription shall be twelve months from the Delivery Date unless the Order Form states otherwise and the license for the Software and this Agreement will terminate at the end of the Subscription Term unless it is renewed. 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 (" Subscription Term"). If the Order Form specifically states your Software license is "perpetual", then unless terminated earlier herein, the Software license and this Agreement begins on the Delivery Date and continues perpetually (" *Perpetual Term*"). Collectively, the Subscription Term and the Perpetual Term may be referred to herein as the " Term". You may terminate this Agreement at any time by providing written notice to Licensor, however, you will remain liable for the full amount of license fees for the entire Term and you will not receive a refund of any fees paid. If Your Subscription Term expires without renewal or otherwise terminates, then all Updates and New Releases shall cease, all licenses granted herein and this Agreement immediately terminates and You shall promptly destroy or return to Licensor all copies of the Software and related documentation in your possession or control. If at any time you fail to make timely payment of any applicable fees due in respect of Software licensed or maintenance service or Use the Software in excess of your purchased licenses 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 your license to the Software and any rights you may have to support and maintenance services, including Updates and New Releases. 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 you have acquired a subscription license, you remain liable for all unpaid subscription fees that are payable for the entire Subscription Term. Within thirty (30) days following any expiration or termination, an authorized signatory of your organization will certify in writing to Licensor (i) all Application distribution has ceased and (ii) the original and all copies of the Software have been destroyed or returned to Licensor. The provisions of Sections 3 (Confidential Information), 5 (License Transfer and Restrictions), 7 (Fees) for so long as any fees are due to Licensor, 10 (Record Keeping and Audit), 11 (Ownership), 12

(Term of License; Termination), 13 (Indemnification), 14 (Disclaimer of Warranty), 15 (Limitation of Liability), 16 (General) and 17 (Definitions) shall survive termination or expiration of this Agreement. For the avoidance of doubt, sublicenses of the Software validly granted by you to your Application end-users hereunder shall survive termination or expiration of this Agreement.

- **13. INDEMNIFICATION**. You agree to defend, indemnify and hold harmless Licensor, its suppliers and its Authorized Partners from and against liabilities, costs, damages and expenses (including settlement costs and reasonable attorney fees) arising from any claims from anybody that result from or relate to you and your contractor's Use, reproduction or distribution of the Software or any permitted Applications herein.
- 14. DISCLAIMER OF WARRANTY. THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, LICENSOR SPECIFICALLY DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE OF THE SOFTWARE IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, CURRENTNESS, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LICENSOR OR ITS EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY, AND LICENSEE MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. FURTHER, THE SOFTWARE IS NOT FAULT-TOLERANT AND IS NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE OR RESALE AS ON-LINE CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, IN WHICH THE FAILURE OF THE SOFTWARE COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE (" HIGH RISK ACTIVITIES"). LICENSOR AND ITS LICENSOR SPECIFICALLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES. 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 date of Delivery; and (B) Licensor's total liability to Licensee for breach of all such warranties are limited to the amount stated in Section 15 (Limitation on Liability).
- **15. LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR'S TOTAL AGGREGATE AND CUMULATIVE LIABILITY (IF ANY) TO YOU

FOR ANY AND ALL CLAIMS OF ANY KIND ARISING HEREUNDER EXCEED THE AMOUNT OF LICENSE FEES ACTUALLY PAID BY YOU FOR THE SOFTWARE GIVING RISE TO THE CLAIM IN THE TWELVE MONTHS PRECEDING THE CLAIM. LICENSOR AND ITS SUPPLIERS SHALL HAVE NO LIABILITY TO YOU FOR ANY DAMAGES SUFFERED BY YOU OR ANY THIRD PARTY AS A RESULT OF USING THE SOFTWARE. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL LICENSOR OR ANY OF ITS RESPECTIVE SUPPLIERS BE LIABLE FOR ANY LOST SALES, LOST REVENUE, LOST PROFITS, LOST OR CORRUPTED DATA, OR REPROCUREMENT AMOUNT OR FOR INDIRECT, PUNITIVE, AGGRAVATED, EXEMPLARY, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER, INCLUDING, WITHOUT LIMITATION, ANY COMMERCIAL DAMAGES OR LOSSES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, EVEN IF LICENSOR AND ITS SUPPLIERS HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. EACH EXCLUSION OR LIMITATION IS INTENDED TO BE A SEPARATE AND THEREFORE SEVERABLE EXCLUSION. The parties agree that the limitations specified in this Section 15 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose. The provisions of this Agreement allocate the risks between Licensor and you. The fees reflect this allocation of risk and the limitations of liability herein.

16. GENERAL. (A) Each Party shall comply with all laws applicable to the actions contemplated by this EULA. 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. (B) The Software is deemed to be "commercial computer software" and "commercial computer software documentation", respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212(b), as applicable. Any use, modification, reproduction, release, performing, displaying or disclosing of the Software by the U.S. Government shall be governed solely by the terms and conditions of this EULA. However, the terms and conditions of this Agreement shall not apply to any agency procuring this Software on behalf of the U.S. Government solely for the U.S. Government's use. (C) The Parties to this EULA 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. (D) This Agreement is personal to you. You may not transfer, assign or otherwise convey, novate or encumber this Agreement or the Software, in whole or in part, to any other party, including any parent, subsidiary or affiliated entity, whether through a Change of Control which is voluntary or involuntary, by Merger, consolidation, dissolution, operation of law, or any other manner without Licensor's express written consent. For purposes of this Section 16(D), (i) a " Change of Control" shall include, but not be limited to, any merger, consolidation, amalgamation, reorganization or sale, transfer or exchange of the capital stock or equity interests of Licensee in a transaction or series of transactions which results in the holders of Licensee's capital stock or equity interests holding less than fifty percent (50%) of the outstanding capital stock or equity interests immediately following such transaction(s); and (ii) " Merger" refers to any merger in which you participate, regardless of whether you are the surviving or disappearing entity. Further, you may not delegate any performance under this Agreement without Licensor's express written consent. Any purported assignment of rights or delegation of performance in violation of this Section 16(D) is void. Licensor may assign its rights and obligations under this Agreement (in whole or in part) without your consent. (E) Any amendment of this EULA must be in writing and signed by both parties. Neither party will be deemed to have waived any of its rights under this EULA 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 EULA will constitute a waiver of any prior or subsequent breach of this EULA. (F) This EULA, and all disputes arising out of or relating to this EULA, shall be governed by, and construed and interpreted in accordance with, the laws of the State of North Carolina excluding (i) its conflicts or choice of law rules; (ii) the United Nations Convention on Contracts for the International Sale of Goods; and (iii) the Uniform Computer Information Transactions Act, or any version, adopted by any state. Except for a request for injunctive or other equitable relief, any dispute arising out of this EULA will be subject to the exclusive jurisdiction of the courts located in Orange County, North Carolina. (G) Neither Party will be responsible for any failure or delay in its performance under this EULA due to causes beyond its reasonable control, including, but not limited to, general strikes or lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, terrorism, riot, natural disasters or governmental action. (H) If any provision of this EULA is deemed contrary to applicable law or unenforceable by a court of competent jurisdiction, the provision will be severed from the EULA and all remaining provisions will continue in full force. (I) This EULA including any website links, exhibits, 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 and vendor registration processes, employed by you will supersede the terms and conditions of this EULA, 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 the Licensor EULA with new releases of the Software. The version of the Licensor EULA that applies to you is the version that is contained in the Software you are currently using. (J) Any and all notices, requests, demands and other communications required or otherwise contemplated to be made under this EULA 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 E-mail sent to the E-mail 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 E-mail, with an automatic "read receipt" not constituting acknowledgment of an E-mail for purposes of this section. All such notices, requests, demands and other communications shall be addressed as specified on the Order Form. (K) You agree that Licensor may collect, maintain, process and use diagnostic, technical and related information, including non-personal information related to your device, computer, system, application software, or peripherals to facilitate the provision of Software Updates, product support and compliance verification, and otherwise to improve the Software and other software products and delivery of related services. (L) The Software does not contain any third-party technology. However, the Software may be used by you to connect to or integrate with technology owned or controlled by a person or entity other than Licensor and such activity may subject you to a service or license agreement with such person or entity. You agree to look solely to such third party with respect to any such service or license agreement. (M) 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. (N) You agree to be identified as a customer of Licensor, and agree that Licensor may refer to you by name, trade name and/or trademark (and such references shall in no case constitute an infringement of any such trade names or trademarks, as the case may be), whether standing alone, or as part of a list of customers of Licensor, at Licensor's choice; and further, Licensor may briefly describe your business in Licensor's marketing materials, on Licensor's web site, in public or legal documents, provided in each case, that any such description shall not include any information expressly identified by you as trade secret. Further, you agree that Licensor can use the information provided during the purchase of the Software to deliver and confirm your purchase or for other

relevant purposes, as well as contact you again about other products, services, or offers. It is understood and agreed that the right and license to use your name, trade name and/or trademark, as the case may be, is granted to Licensor solely for the purposes as set out in this Section 16.

17. DEFINITIONS . "Affiliate" means an entity that owns or controls, is owned or controlled by, or is under common control or ownership with a Party, where "control" is the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise. " **Application**" means applications, frameworks, components or systems developed by or for you, that use the Software as a runtime component, for your end-users' own internal purpose (and NOT for subsequent distribution to another third party, including, without limitation, as part of Middleware). "Bundle" shall mean offering the Software and/or Applications with any third-party applications, frameworks, components or systems for distribution and sub-license to subsequent third parties' end-users (e.g. in connection with "middleware") as a single offering . "Machine" means an attended or remotely controlled desktop, workstation or computer where the Software is loaded, that is operated by no more than one Authorized User at a time. " Middleware" shall mean software products or services which are developed by you for use by third-parties for creation of third-party's software products and which are included as a part of third-party's software products or services. This includes, but is not limited to, Java classes, ActiveX objects, .NET assemblies, Delphi components, Dynamic-Link Libraries, Shared Objects, etc. " 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. "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. "Order Form" means any of the following (A) a purchase order or other written order form from you and accepted by Licensor in e-mail confirmation or by releasing Product Keys to you; (B) a quotation issued by Licensor and signed by you; (C) any document accepted by and between a Licensor reseller or distributor pursuant to which you may order Software from Licensor; (D) an invoice issued by Licensor; or (E) any other document that references this EULA and is agreed to by Licensor in writing. All Order Forms are incorporated herein and governed by this Agreement. Any order from you, including but not limited to purchase order terms, which purport to amend, add to or modify terms of this Agreement, or which conflict with this Agreement are void." **Product Key**" means a file or a unique sequence of digits and/or symbols provided to you by the Licensor confirming the purchase of the license from the Licensor, which may carry the

information about the license, i.e. its type, the user name and the number of licenses purchased, and enabling the full functionality of the Use of the Software in accordance with the license granted under this Agreement. Only Licensor and or its authorized representatives are permitted to produce Product Keys for Software. "Site" means a single contiguous physical location controlled by a single legal entity (e.g. an office, building, complex or campus), where Developers are licensed to Use the Software. "Software", means the specific Licensor proprietary software components for the license type (e.g. lite, standard, professional, etc.) you purchase as listed on the website and for which you receive a Product Key, in Object Code form, as licensed to you under this Agreement, including the Documentation, Updates and all copies made by you and includes Source Code if specifically paid for by you and set forth in the Order Form. "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. "Update" collectively means all successor upgrades, 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, licensed to you by the Licensor but does not include New Releases unless you purchase a subscription license. "Use" means accessing, downloading, storing, loading, installing, executing, displaying, copying the Software into the memory of a computer or otherwise benefiting from using the functionality of the Software in accordance with the Documentation.