Software License Terms and Conditions

These Software License Terms and Conditions (the "**License Agreement**") is entered into between the parties listed, and as of the Effective Date stated on the quote, referencing agreement or other agreement that references this License Agreement (the "**Referencing Agreement**"). This License Agreement and the Referencing Agreement are referred to herein as the "**Agreement**". For clarity, "**Customer**" is the specific entity listed on the Referencing Agreement and does not include parents, subsidiaries or any other affiliated entities (unless specifically listed in the Referencing Agreement). This License Agreement sets forth the terms and conditions under which Customer may (i) use Service Provider's proprietary software that is specifically licensed to Customer pursuant to the Referencing Agreement; and (ii) use the user documentation that Service Provider makes generally available in hard copy or electronic form to its general customer base in conjunction with the licensing of such software (the "**Documentation**"). There shall be no force or effect to any different terms of any related purchase order or similar Customer generated form even if signed by the parties after the date hereof. Any capitalized terms used herein and not expressly defined shall have the meaning given to them as set forth in the Referencing Agreement. For purposes of this License Agreement, the term "**Software**" means the software specifically listed in the applicable Referencing Agreement, the associated Documentation, and any Updates (as defined in the Maintenance and Support Addendum located at www.aurea.com/maintenanceandsupportaddendumonpremise (the "**Support Terms**")).

Customer acknowledges and agrees that it is not relying on any agreement, representation, statement, or warranty (whether or not in writing) made or given prior to the "**Term Start Date**" (as identified on the Referencing Agreement), except as expressly provided herein with respect to the Software provided hereunder or any maintenance and support services under the applicable Referencing Agreement which shall be subject to the Support Terms.

By signing/agreeing to a Referencing Agreement, each party acknowledges that it has read, understands, and agrees to the terms of this License Agreement.

1. LICENSE GRANT AND RIGHT OF USE

1.1. Subscription Grant. The following Section applies if Customer has purchased subscription licenses to Software. Any Software licensed hereunder shall be licensed pursuant to a separate Referencing Agreement. As specifically stated in the Referencing Agreement, each such license shall be a fixed term ("**Subscription Term**"), worldwide, nonexclusive, royalty free (upon full payment of subscription fees), and nontransferable license to use only the object code version of the Software, solely to perform those functions defined in the Documentation, and subject to all limitations and restrictions contained herein and in the Referencing Agreement ("**Use**"). Web access for permitted third parties' Use will be defined in the applicable Referencing Agreement if such access is to be permitted under this License Agreement. The Software may only be Used on the hardware and software components, including client machines, servers, and internetworking devices within Customer's internal computer network at Customer's location. The subscription license will expire upon expiration of the term set forth in the Referencing Agreement unless and until it is renewed as per the terms and conditions of renewal set forth in the Referencing Agreement (hereinafter referred to as the "**Term**"). All rights and licenses granted hereunder to Use the Software shall terminate immediately, without notice, upon expiration or termination of the Initial Subscription Term (as defined in the Referencing Agreement) or, if renewed, the applicable Renewal Term (as defined in Section 10 herein below). The Software may contain or be accompanied by certain third-party components created and separately subscribed to Customer by third parties. CONSEQUENTLY, CUSTOMER'S USE OF THIRD-PARTY COMPONENTS PROVIDED BY SERVICE PROVIDER WITH THE SOFTWARE IS ON AN "AS IS" BASIS WITHOUT WARRANTY FROM SERVICE PROVIDER OF ANY KIND. SERVICE PROVIDER DISCLAIMS ALL WARRANTIES AND INDEMNITIES WITH RESPECT TO THE THIRD-PARTY COMPONENTS, EXPRESS OR IMPLIED, AND ASSUMES NO LIABILITY WITH RESPECT TO THE THIRD-PARTY COMPONENTS.

1.2. License Type. The Service Provider uses various pricing and scope-of-use models in selling licenses to the Software (e.g. per named user, per site). The "License Model" for the Software is set forth in the Referencing Agreement.

1.3. Authorized Users. Unless otherwise specifically provided in the Referencing Agreement, "**Authorized Users**" are defined as:

1.3.1. employees of Customer;

1.3.2. third- party individuals that are accessing the Software, solely: (a) on behalf of Customer, or (b) are authorized by Customer and who do not compete with Service Provider ("**Third-Party Users**"). Third-Party Users may Use the Software only subject to Section 6 (Confidentiality). Customer is fully liable for the acts and omissions of Third- Party Users under the Agreement. Customer shall not permit any parent, subsidiaries, affiliated entities, or third parties to access the Software unless they meet the definition of Third-Party Users. For clarity, Third-Party Users are licensed to access the Services solely as agents of Customer solely for Customer's own internal use of the Software. Third-Party Users have no right or license to make use of the Software for the Third-Party User's benefit or internal purposes.

1.4. Authorized Use. Authorized Users may access and use the Software in the operating software environment specified in the applicable Referencing Agreement. Authorized Users shall not (i) access the Software to process, or permit to be processed, the data of any other party; or (ii) access the Software for service bureau or commercial time-sharing use.

1.5. Additional Restrictions. In no event shall Customer disassemble, decompile, or reverse engineer the Software or Confidential Information (as defined in Section 6) or permit others to do so. Disassembling, decompiling and reverse engineering include, without limitation: (i) converting the Software from a machine-readable form into a human-readable form; (ii) disassembling or decompiling the Software by using any means or methods to translate machine-dependent or machine-independent object code into the original human-readable source code or any approximation thereof; (iii) examining the machine- readable object code that controls the Software's operation and creating the original source code or any approximation thereof by, for

example, studying the Software's behavior in response to a variety of inputs; or (iv) performing any other activity related to the Software that could be construed to be reverse engineering, disassembling, or decompiling. To the extent any such activity may be permitted pursuant to written agreement, the results thereof will be deemed Confidential Information subject to the requirements of this License Agreement. Customer may use Service Provider's Confidential Information solely in connection with the Software and pursuant to the terms of this License Agreement.

2. PAYMENT

2.1. License Fees. Service Provider may choose to bill through an invoice, in which case, full payment for invoices, and all license fees, other fees and charges due thereunder by Customer, issued in any given month must be received by Service Provider thirty (30) days after the mailing date of the invoice. For subscription licenses under this Agreement, the Fees for the Software during the Subscription Term are billed annually in advance. Customer shall pay Service Provider the then applicable fees described in the Referencing Agreement for the Software in accordance with the terms therein (the "**Fees**"). If Customer's Use of the Software exceeds the permitted scope of the License Model or otherwise requires the payment of additional fees (per the terms of the Agreement), Customer will be billed at then-current rates for such usage, and Customer agrees to immediately pay the additional fees in the manner provided herein. Unless otherwise expressly stated in the Referencing Agreement, Service Provider reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of each Subscription Term, upon sixty (60) days prior notice to Customer (which may be sent by email). The annual fee for any Renewal Term shall be Service Provider's then current subscription price for the applicable Software at the time of renewal.

2.2. Payment Due Date. Notwithstanding any provision to the contrary, any and all payments required to be made hereunder shall be timely made, and no payments to Service Provider will be withheld, delayed, reduced or refunded if Service Provider's inability to meet any schedule or delivery requirements is caused by Customer's failure to provide certain of its facilities, computer resources, software programs, project management activities, personnel, and business information as are required to perform any of Service Provider's obligations hereunder. Invoices will be sent by electronic delivery unless Customer requests otherwise; in which case, additional fees will apply.

2.3. Late Payment. Any late payment will be subject to any costs of collection (including reasonable legal fees) and will bear interest at the rate of one and one-half percent (1.5%) per month (prorated for partial periods) or at the maximum rate permitted by law, whichever is less.

2.4. Invoice Dispute Resolution. If Customer believes that Service Provider has billed Customer incorrectly, Customer must contact Service Provider no later than thirty (30) days after the closing date on the first billing statement in which the error or problem appeared, in order to be eligible to receive an adjustment or credit. Inquiries should be directed to Service Provider's customer support department. Nothing in this section waives any rights that Service Provider has under the law or equity to enforce its rights to the full extent of the law if Customer violates the scope of the licenses granted herein.

2.5. Taxes. The subscription, license fees, and other amounts required to be paid hereunder do not include any amount for taxes or levy (including interest and penalties). Customer shall reimburse Service Provider and hold Service Provider harmless for all sales, use, VAT, excise, property or other taxes or levies which Service Provider is required to collect or remit to applicable tax authorities. This provision does not apply to Service Provider's income or franchise taxes, or any taxes for which Customer is exempt, provided Customer has furnished Service Provider with a valid tax exemption certificate. The Customer will pay all import duties, levies or imposts, and all goods and services sales, use, value added or property taxes of any nature, assessed upon or with respect to the Agreement. If the Customer is required by law to make any deduction or to withhold from any sum payable to the Service Provider by the Customer hereunder, then the sum payable by the Customer upon which the deduction or withholding is based shall be increased to the extent necessary to ensure that, after such deduction or withholding, the Service Provider receives and retains, free from liability for such deduction or withholding, a net amount equal to the amount the Service Provider would have received and retained in the absence of such required deduction or withholding. If the Customer is required by law to make any such deduction or withholding, the Customer shall promptly effect payment thereof to the applicable tax authorities. The Customer shall also promptly provide the Service Provider with official tax receipts or other evidence issued by the applicable tax authorities sufficient to enable the Service Provider to support a claim (if applicable) for income tax credits in the Service Provider's applicable taxable country.

3. DELIVERY/VERIFICATION

3.1. Delivery. Unless otherwise specifically provided in the Referencing Agreement, Service Provider shall deliver to Customer one master copy of the licensed Software (each a "**Master Copy**") solely for the purpose of allowing Customer to make one copy of the Master Copy for Use by each Authorized User. Customer's right to reproduce the Master Copy is limited to the "**Authorized Reproduction Location**", defined as the Customer's address on the applicable Referencing Agreement. Customer assumes all responsibility for the quality of the copies made by Customer. For purposes of this License Agreement, delivery will be deemed complete when Service Provider physically delivers, or causes a third- party to deliver, a Master Copy to Customer, or makes the Master Copy available to Customer for downloading from Service Provider's File Transfer Protocol ("**FTP**") site and has provided Customer with the appropriate authorization to access the FTP site. Service Provider will provide Customer with a license key that is required to activate and use the Software. The license key will be provided via email or other like method at Service Provider's discretion. The license key is used to ensure that the Software operates in accordance with the license granted to the Customer in this License Agreement. As such, the Software may contain time-out devices, counter devices, or other similar devices intended to prevent the Software from being used beyond the bounds of the license. Customer consents to such activity and agrees not to

disable, attempt to disable, or tamper with the license key system or any other such license enforcement technology.

3.2. Archival and Backup Copies. Subject to the restrictions set forth herein, Customer may make a reasonable number of copies of the Master Copy solely for archival purposes and backup use in accordance with Customer's standard backup processes in emergency situations.

3.3. Marking. Customer shall not delete any copyright notices, proprietary legends, any trademark and service mark attributions, any patent markings, and other indicia of ownership and confidential markings on all copies of the Software and any other Service Provider materials provided to Customer, in the content and format contained on the Master Copy and such Service Provider materials. Customer shall pay all duplication and distribution costs incurred by Customer in making copies of the Software and shall also pay all custom duties and fees if applicable. Subject only to the license granted herein, all copies of the Software and any other Service Provider materials provided to Customer are the property of Service Provider or its third-party licensors from whom Service Provider has obtained marketing rights (the "**Third- Party Service Providers**").

3.4. Records. Customer shall keep and maintain complete and accurate records of each copy of the Software including any and all pertinent usage information. Customer shall, upon Service Provider's request, provide reports to Service Provider specifying the cumulative total of copies, and all other reasonably pertinent usage information. All reports are to be delivered to Service Provider within thirty (30) days of such request.

3.5. Verification. During the Term of this License Agreement and for a period of two (2) years following any termination or expiration of the Agreement, Customer shall maintain written records related to the Use of the Software by Customer, as reasonably necessary to verify compliance with the licensing and usage terms of the Agreement. Such records will be kept in accordance with Customer's records retention policy and records retention schedule applicable thereto. Not more than once annually, and with notice of not less than twenty (20) business days, Service Provider may (or may engage a third-party, which will be subject to a confidentiality obligation), to verify compliance ("**Verification**"). Verification will take place during normal business hours and in a manner that does not interfere unreasonably with Customer's operations. At Service Provider's option, Service Provider may request, and Customer hereby agrees to complete, a self-audit questionnaire relating to Customer's usage under the rights granted to Customer in the Agreement. If Verification or self-audit reveals unlicensed use of the Software, Customer agrees to compensate Service Provider for such usage as set forth in Section 2.1. All costs of the Verification will be borne by Service Provider, unless unlicensed usage of five percent (5%) or more is found ("**Material Unlicensed Usage**"). If Material Unlicensed Usage is found during Verification, Customer shall reimburse Service Provider for the actual costs associated with performance of the Verification. Service Provider and any third-party involved in the Verification will use the information obtained in compliance review only to enforce Service Provider's rights and to determine Customer's compliance with the terms of the licenses granted in the Agreement. By invoking the rights and procedures described in this Section 3.5, Service Provider does not waive its rights to enforce other terms of this License Agreement, including, but not limited to, any intellectual property rights by other means as permitted by law.

4. AFFILIATES AND THIRD PARTIES
4.1. Affiliates and Third Parties. At the direction and sole discretion of Service Provider, affiliates of Service Provider (the "**Service Provider Affiliates**") may perform certain tasks related to Service Provider's obligations and rights under the Agreement, including, but not limited to, invoicing, payment, technical support, project management and/or sales support. Customer hereby consents to the Service Provider Affiliates' role. Customer further agrees and acknowledges that Service Provider and Customer are the only parties to the Agreement, and that any action taken by Service Provider Affiliates in connection with the performance of Service Provider's obligations under the and the Agreement will not give rise to any cause of action against the Service Provider Affiliates, regardless of the theory of recovery. Service Provider shall at all times retain full responsibility for Service Provider Affiliates' compliance with the applicable terms and conditions of the Agreement. Service Provider will have the right to use third parties, including offshore entities who employ foreign nationals, as well as employees and contractors of Service Provider Affiliates and subsidiaries, who may also be foreign nationals (collectively, "**Subcontractors**") in the performance of its obligations hereunder and, for purposes of the Agreement, all references to Service Provider or its employees will be deemed to include such Subcontractors. Service Provider will have the right to disclose Customer Confidential Information to such third parties provided such third parties are subject to confidentiality obligations similar to those between Service Provider and Customer.

5. OWNERSHIP
5.1. Reservation of Rights. By signing the applicable Referencing Agreement, Customer irrevocably acknowledges that, subject to the licenses granted herein, Customer has no ownership interest in the Software or Service Provider materials provided to Customer. Service Provider owns all right, title, and interest in such Software or Service Provider materials, subject to any limitations associated with intellectual property rights of third parties. Service Provider reserves all rights not specifically granted herein.

6. CONFIDENTIALITY
6.1 Definition. All information which is defined as Confidential Information hereunder in tangible form will be marked as "Confidential" or the like or, if intangible (e.g. visually or orally disclosed), will be designated as being "Confidential" at the time of disclosure and will be confirmed as such in writing within thirty (30) days of the initial disclosure. "**Confidential Information**" may include all technical, product, business, financial, and other information regarding the business and software programs of either party, its customers, employees, investors, contractors, vendors and suppliers, including, but not limited to, programming techniques and methods, research and development, computer programs, documentation, marketing plans, customer identity, and business methods. Without limiting the generality of the foregoing, Confidential Information includes all information and materials disclosed orally or in any

other form, regarding Service Provider's software products or software product development, including, but not limited to, the configuration techniques, data classification techniques, user interface, applications programming interfaces, data modeling and management techniques, data structures, and other information of or relating to Service Provider's software products or derived from testing or other use thereof. Confidential Information includes all such Confidential Information that may have been disclosed by either party to the other party, before or after the first Referencing Agreement's Term Start Date. Confidential Information includes information generally not publicly known, whether tangible or intangible and in whatever form or medium provided, as well as any information generated by a party that contains, reflects, or is derived from such information. For clarity, the term 'Confidential Information' does not include any personally identifiable information. For the purpose of this entire Section 6, the term 'Service Provider' includes all its Service Provider Affiliates. Notwithstanding anything to the contrary, there shall be no expiration or termination to the obligation of confidentiality owed by the receiving party hereunder as to any trade secret shared by the disclosing party. Nothing in the Agreement will be construed to convey any title or ownership rights of a party's Confidential Information to the other.

6.2.   Confidentiality of Software. The following is deemed Service Provider Confidential Information with or without marking or written confirmation: (i) the Software and other related materials furnished by Service Provider; (ii) the oral and visual information relating to the Software and provided in Service Provider's training classes; and (iii) Service Provider's representation methods of modeled data.

6.3.   Exceptions. Without granting any right or license, the obligations of the parties hereunder shall not apply to any material or information that: (i) is or becomes a part of the public domain through no act or omission by the receiving party; (ii) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (iii) is rightfully obtained from a third- party without any obligation of confidentiality to the receiving party; or (iv) is already known by the receiving party without any obligation of confidentiality prior to obtaining the Confidential Information from the disclosing party. In addition, neither party will be liable for disclosure of Confidential Information if made in response to a valid order of a court or authorized agency of government, provided that notice is promptly given to the party whose Confidential Information is to be disclosed so that such party may seek a protective order and engage in other efforts to minimize the required disclosure. The parties shall cooperate fully in seeking such protective order and in engaging in such other efforts.

6.4.   Ownership of Confidential Information. Nothing in the Agreement will be construed to convey any title or ownership rights to the Software or other Service Provider Confidential Information or to any patent, copyright, trademark, or trade secret embodied therein, or to grant any other right, title, or ownership interest in Service Provider Confidential Information to the Customer. Nothing in the Agreement will be construed to convey any title or ownership rights to Customer's Confidential Information or to any patent, copyright, trademark, or trade secret embodied therein, or to grant any other right, title, or ownership interest in the Customer Confidential Information to Service Provider. Neither party shall, in whole or in part, sell, lease,

license, assign, transfer, or disclose the Confidential Information to any third-party and shall not copy, reproduce, or distribute the Confidential Information except as expressly permitted in this License Agreement. Each party shall take every reasonable precaution, but no less than those precautions used to protect its own Confidential Information, to prevent the theft, disclosure, and the unauthorized copying, reproduction, or distribution of the Confidential Information.

6.5.   Non-Disclosure. Each party agrees at all times to use all reasonable efforts, but in any case no less than the efforts that each party uses in the protection of its own Confidential Information of like value, to protect Confidential Information belonging to the other party. Each party agrees to restrict access to the other party's Confidential Information only to those employees, who (i) require access in the course of their assigned duties and responsibilities, and (ii) have agreed in writing to be bound by provisions no less restrictive than those set forth in this Section 6. Notwithstanding anything contained hereunder and subject to the confidentiality obligations set forth under this Section 6, all references to Service Provider or its employees under this Section 6 will be deemed to include such employees of Service Provider Affiliates and Subcontractors and Service Provider will ensure that its Subcontractors abide by the applicable terms of the License Agreement. Notwithstanding anything to the contrary, Service Provider shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Service Provider will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Service Provider offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. Service Provider reserves all rights not expressly granted herein. The term "Customer Data" as used herein shall mean non-public data provided by Customer to Company to enable the provision of the obligations of Service Provider set forth in this Agreement.

6.6.   Injunctive Relief. Each party acknowledges that any unauthorized disclosure or use of the Confidential Information would cause the other party imminent irreparable injury and that such party will be entitled to, in addition to any other remedies available at law or in equity, temporary, preliminary, and permanent injunctive relief in the event the other party does not fulfill its obligations under this Section 6.

6.7.   Suggestions on Improvements to Software. Notwithstanding this Section 6, unless otherwise expressly agreed in writing, all suggestions, solutions, improvements, corrections, and other contributions provided by Customer regarding the Software or other Service Provider materials provided to Customer will be owned by Service Provider, and Customer hereby agrees to assign any such rights to Service Provider. Nothing in this License Agreement or the applicable Referencing Agreement will preclude Service Provider from using in any manner or for any purpose it deems necessary, the know-how, techniques, or procedures acquired or used by Service Provider in the performance of any services hereunder.

6.8.   Return of Confidential Information. Upon the written request of disclosing party, receiving party shall return

or destroy (and certify such destruction in a signed writing) all Confidential Information of disclosing party, including all copies thereof and materials incorporating such Confidential Information, whether in physical or electronic form. Each party may retain a copy of the other party's Confidential Information solely for archival purposes. To the extent that it is impracticable to return or destroy any Confidential Information, and with respect to any copies retained for archival purposes, receiving party shall continue to maintain the Confidential Information in accordance with this License Agreement. The confidentiality obligations set forth in this License Agreement will survive the termination of this License Agreement and remain in full force and effect until such Confidential Information, through no act or omission of receiving party, ceases to be Confidential Information as defined hereunder.

7. WARRANTY

7.1. Software Warranty. Service Provider warrants that for a period of ninety (90) days from the applicable Referencing Agreement's Term Start Date (the "**Warranty Period**"), the Software will materially conform to the functional specifications set forth in the Documentation (the "**Specifications**"). Should the Software fail to materially conform to such Specifications during the Warranty Period, Customer shall promptly notify Service Provider in writing on or before the last day of the Warranty Period and identify with specificity the nonconformance. To the extent that the nonconformance exists in a current, unaltered release of the Software, Service Provider shall, at its option (and cost and expense), either (i) correct the nonconformance or, (ii) replace the nonconforming Software or, (iii) if neither of the foregoing options is commercially reasonable, terminate the license for the Software.

7.2. Authorized Representative. Customer and Service Provider warrant that each has the right to enter into this Agreement and that the License Agreement and all Referencing Agreements executed hereunder will be executed by an authorized representative of each entity.

7.3. Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES, SOFTWARE, DOCUMENTATION, CONFIDENTIAL INFORMATION AND ANY OTHER TECHNOLOGY, SOFTWARE, SERVICES, DATA AND MATERIALS PROVIDED BY SERVICE PROVIDER TO CUSTOMER ARE PROVIDED "AS IS", "WHERE IS", AND "AS AVAILABLE" AND WITHOUT WARRANTY OF ANY KIND. AND WITHOUT WARRANTY OF ANY KIND. EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, SERVICE PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CUSTOMER'S PRIVACY, TECHNOLOGY, SOFTWARE, DATA, CONFIDENTIAL INFORMATION, OR OTHER MATERIALS

7.4. No Modifications. Notwithstanding anything to the contrary in this Section 7, any and all warranties under the Agreement are void if Customer has made changes to the Software or has permitted any changes to be made other than by or with the express, written approval of Service Provider.

8. INFRINGEMENT

8.1. Indemnity. Service Provider shall hold Customer harmless from liability to third parties resulting from infringement by the Software of any United States patent or any copyright or misappropriation of any trade secret, provided Service Provider is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Service Provider will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Software (i) which has been modified by parties other than Service Provider; (ii) not supplied by Service Provider, (iii) made in whole or in part in accordance with Customer specifications, (iv) Customer's Use of the Software in conjunction with data where Use with such data gave rise to the infringement claim (v) that are modified after delivery by Service Provider, (iv) combined with other products, Equipment, processes or materials where the alleged infringement relates to such combination, (vi) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vii) where Customer's use of the Software is not strictly in accordance with the Agreement. If, due to a claim of infringement, the Services or Software are held by a court of competent jurisdiction to be or are believed by Service Provider to be infringing, Service Provider may, at its option and expense (a) replace or modify the Software to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Software, or (c) if neither of the foregoing is commercially practicable, terminate the Agreement and Customer's rights hereunder and provide Customer upon Customer's return of the Software pursuant to Section 10.3 below, as Customer's sole remedy and Service Provider's sole liability for such termination, a refund of any prepaid, unused fees for the Software calculated as of the effective date of the termination. Service Provider's obligations as set forth in this Section 8 are subject to the Customer providing full cooperation in good faith in the defense of any such claim. THIS SECTION 8 STATES THE ENTIRE LIABILITY OF SERVICE PROVIDER WITH RESPECT TO ANY CLAIM OF INFRINGEMENT REGARDING THE SOFTWARE.

9. LIMITATION OF LIABILITY

9.1. Limitation. NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR IP INDEMNITY AS SET FORTH IN SECTION 8 OR PERSONAL INJURY OR DEATH CAUSED BY SERVICE PROVIDER PERSONNEL WHILE, IF EVER, ON CUSTOMER'S SITE, SERVICE PROVIDER AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, ATTORNEY'S FEES, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF

PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND SERVICE PROVIDER'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO SERVICE PROVIDER FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF APPLICABLE LAW LIMITS THE APPLICATION OF THIS SECTION 9, SERVICE PROVIDER'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMISSIBLE.

10. TERM AND TERMINATION

10.1. Term. Subject to earlier termination as provided below, the term of the Agreement will continue for the license term set forth in the Referencing Agreement unless terminated as provided herein. For subscription licenses and maintenance and support, the Agreement is for the Initial Subscription Term as specified in the Referencing Agreement, and shall be automatically renewed for additional period of the same duration as the Initial Subscription Term (each a "**Renewal Term**"), unless either party sends written notice of termination at least sixty (60) days prior to the end of the then-current term.

10.2. Termination. In addition to any other remedies it may have, either party may also terminate the Agreement upon thirty (30) days' written notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of the Agreement and such breach is not cured within such thirty (30) day period. Customer is responsible for all outstanding Fees due at the time of termination. Upon any termination, Service Provider shall make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Service Provider may, but is not obligated to, delete stored Customer Data. Further, as Customer off-boarding is not a material function of the Software and associated Services, Service Provider is not responsible for any inability of Customer to retrieve all Customer Data from the system before deletion. All sections of the Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability

10.3. Termination of Subscriptions. Upon expiration of the Term set forth in the Referencing Agreement or upon termination of this License Agreement or any license hereunder, Customer's rights to the affected Software, Service Provider Confidential Information, and other Service Provider materials (collectively "**Materials**") will cease. Customer shall immediately stop using such Materials and shall return such Materials to Service Provider or destroy all copies thereof (except for the copies retained for archival purposes as described in Section 6.8). In addition, Customer shall provide Service Provider with written certification signed by an officer of Customer, that all copies of the Materials have been returned or destroyed and that no copies have been retained by Customer. Following termination, any use of the Materials by Customer will be an infringement and/or

misappropriation of Service Provider's proprietary rights in the Materials. Upon termination of the Agreement by Customer, Service Provider will have no further obligation or liability hereunder and all fees due under the Agreement will become due and payable to Service Provider immediately upon such termination.

10.4. Other Remedies. Termination of the Agreement or any license created hereunder will not limit either party from pursuing other remedies available to it, including injunctive relief, nor will such termination relieve Customer's obligation to pay all fees that have accrued or are otherwise owed by Customer under this License Agreement including, but not limited to, any Referencing Agreement.

11. CUSTOMER'S FACILITIES

11.1 Availability. To the extent required by Service Provider, Customer will, upon request, promptly make available to Service Provider certain of its facilities, computer resources, software programs, networks, personnel, and business information as are required to perform any obligation hereunder. Service Provider agrees to comply with Customer's rules and regulations regarding safety, security, and conduct, provided Service Provider has been made aware of such rules and regulations in writing.

12. MISCELLANEOUS
12.1 Import/Export.
Customer agrees that all Service Provider offerings are subject to U.S. export control laws and regulations, including the Export Control Reform Act, the International Emergency Economic Powers Act, the Trading with the Enemy Act, the regulations of the Office of Foreign Assets Control ("OFAC"), the Bureau of Industry and Security, and the Department of State, and similar restrictions under U.S. law, executive order, regulation, or rule ((collectively, the "Export Laws"). Customer agrees to comply with all applicable Export Laws in connection with Customer's use of the Service Provider offerings. Customer further agrees that, unless permitted by the Export Laws, it will not allow goods and services that Customers offers through its use of the Service Provider offerings to be used by or for the benefit of any person in any jurisdiction that is the subject of an export embargo or similar restrictions under the Export Laws of any other U.S. law, executive order, regulation, or rule, Currently such jurisdictions are Cuba, Iran, North Korea, , the territory of Crimea the Donetsk and Luhansk oblasts of Ukraine, Russia, Belarus and Syria, which jurisdictions may change from time to time. Further, Service Provider may refuse to provide the Service Provider offerings and/or any other services to the Customer, to any jurisdiction, or to any other person where the Service Provider reasonably believes that the provision of the Service Provider offerings or other services to any jurisdiction or person is prohibited by U.S. or other applicable law, executive order, regulation or rule, including but not limited to the Export Laws. Such a refusal will not be considered a breach of this Agreement and, in the event that Customer or the jurisdiction in which it is incorporated, is domesticated or operates becomes subject to U.S. laws which prohibit the provision of goods, services, technology or other items to Customer or such jurisdiction, this Agreement will automatically terminate. Service Provider may ascertain the jurisdiction and/or identity of the person receiving the Service Provider offerings, by any means of its choosing, including but not limited to an Internet Protocol ("IP") address look-up technology that is designed to identify the location of the IP address and to block IP addresses located in

certain territories. Sanctions imposed or administered by the Department of the Treasury, Office of Foreign Assets Control ("**OFAC**"), and the Department of State and may be subject to export or import regulations in other countries. Customer warrants and certifies that: (i) Customer is not a citizen, national, permanent resident of, or incorporated or organized to do business in, and is not under the control of the governments of Cuba, Iran, North Korea, Syria and the Crimea region of Ukraine, or any country to which the United States embargoes goods; (ii) Customer is eligible under U.S. law to receive exports of the Software, in that it is not included on any list of sanctioned or ineligible parties maintained by the U.S. government, including, but not limited to, OFAC's lists of Specially Designated Nationals and Blocked Persons ("**SDN List**"), U.S. Department of Commerce's Table of Denial Orders, the Entity List, or the Unverified List; (iii) Customer will not sell, export, re-export, transfer, use, or enable the use of the Software, its related technology and services, or any other items that may be provided by Service Provider, directly or indirectly: (a) to or for end-use in or by the countries listed in (i) above or any citizens, nationals or permanent residents of such countries; (b) to or for end-use by any person or entity determined by any U.S. government agency to be ineligible to receive exports, including but not limited to persons and entities designated on the lists described in (ii) above; and (c) to or for end-uses prohibited by U.S. export or sanctions laws and regulations, including, but not limited to, activities involving the proliferation of chemical, biological or nuclear weapons, weapons of mass destruction or the missiles capable of delivering such weapons and their related technology.

12.2.   Compliance with Laws. Both parties agree to comply with all applicable laws, regulations, and ordinances relating to such party's performance under this License Agreement.

12.3.   Technical Data. Customer shall not provide to Service Provider any "Technical Data" as that term is defined in the International Traffic in Arms Regulations ("**ITAR**") at 22 CFR 120.10. Customer shall certify that all information provided to Service Provider has been reviewed and scrubbed so that all Technical Data and other sensitive information relevant to Customer's ITAR regulated projects has been removed and the information provided is only relevant to bug reports on Service Provider products.

12.4.   Force Majeure. Service Provider will not be liable to Customer for any delay or failure of Service Provider to perform its obligations hereunder if such delay or failure arises from any cause or causes beyond the reasonable control of Service Provider. Such causes will include, but are not limited to, acts of God, floods, fires, loss of electricity or other utilities, or delays by Customer in providing required resources or support or performing any other requirements hereunder.

12.5.   Conflict. In the event of a conflict between the terms and conditions of this License Agreement and a Referencing Agreement, the terms and conditions of the Referencing Agreement will prevail over the License Agreement.

12.6.   Restricted Rights. Use of the Software by or for the United States Government is conditioned upon the United States Government agreeing that the Software is subject to "**Restricted Rights**" as provided under the provisions set forth in FAR 52.227-19. Customer shall be responsible for ensuring that this provision is included in all agreements with the United States Government and that the Software, when delivered to the United States Government, is correctly marked as required by applicable United States Government regulations governing such Restricted Rights as of such delivery.

12.7.   Miscellaneous. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Service Provider's prior written consent. Service Provider may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Service Provider in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. All notices, including notices of non-renewal, shall be sent to the applicable address specified on this Agreement to the attention of the Chief Financial Officer and General Counsel or to such other address as the parties may designate in writing. Any notice of material breach will clearly define the breach including the specific contractual obligation that has been breached. This Agreement shall be governed by the laws of the State of Texas without regard to its conflict of laws provisions. The parties agree that the federal and state courts located in Travis County, Texas, USA will have exclusive jurisdiction for any dispute arising under, out of, or relating to this Agreement.

12.8.   Privacy. Obligations with respect to personally identifiable information (if any) are set forth in the 'Privacy Addendum' located at www.aurea.com/globalprivacyaddendum.

12.9.   Patent Notice. Customer is hereby placed on notice that the Software, Software updates, their related technology and services may be covered by one or more United States ("**US**") and non-US patents. A listing that associates patented products included in the Software, Software updates, their related technology and services with one or more patent numbers is available for Customer's and the general public's access at: https://markings.ipdynamics.ai/esw (hereinafter, the "**Patent Notice**") and any successor or related locations designated by Service Provider. The association of products-to-patent numbers in the Patent Notice may not be an exclusive listing of associations, and other unlisted patents or pending patents may also be associated with the Software. Likewise, the patents or pending patents may also be

associated with unlisted products. Customer agrees to regularly review the products-to-patent number(s) association at the Patent Notice to check for updates. The Software may include third-party products identified below and sublicensed by Service Provider to Customer. Some or all associations of the third-party products-to-patents are also identified in the Patent Notice by each associated third-party and product name.

12.10. Headings. Headings are for reference purposes only, have no substantive effect, and will not enter into the interpretation hereof.

12.11. Country-Specific Terms. If Customer is located outside of the United States, the following terms and conditions may apply to this License Agreement: www.aurea.com/countryspecificterms.