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This Agreement consists of Part 1 – Software License and General Terms, and Part 2 – Maintenance and Support Terms.

PART 1 - SOFTWARE LICENSE AND GENERAL TERMS

1. DEFINITIONS

"Authorized Number" means the number instances (i.e. physical and virtual operating environments) set forth on the Order.

"Documentation" means all written and electronic information generally made available by Licensor to its customers relating to the operation and functionality of the Software, including user manuals, installation guides, and any "read me" or "help" files.

"Effective Date" means the date upon which this Agreement becomes effective as identified in the portion of the Order applicable to the Software.

"Licensee" means the entity licensing the Software as identified in the Order. The term Licensee shall include any subsidiary, affiliate, or other entity which (i) Licensee consolidates into its audited financial statements; and (ii) is at least fifty percent (50%) owned by Licensee (an "Affiliate"), provided that: (a) Licensee shall not include any Affiliate which competes with Licensor, and (b) Licensee shall remain responsible for compliance with this Agreement by each such Affiliate.

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"Software" means the object code version of the software program(s) identified on the Order and associated Documentation.

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2.5 Acknowledgment and Reservation of Rights. Licensee acknowledges and agrees that Licensor and its licensors own all intellectual property and other proprietary rights in and to the Software and that all rights not expressly granted herein are reserved to Licensor.

2.6 Compliance. Upon written request by Licensor, Licensee shall submit to Licensor a statement of compliance confirming Licensee's compliance with its obligations under this Agreement.

2.7 Audit Right. Licensee shall maintain true, complete, and correct copies of books and records reflecting the location and use of each copy of the Software in Licensee's possession or control. On at least thirty (30) days prior written notice to Licensee, but no more frequently than once in any twelve (12) month period, for any reason, Licensor at its expense and through its agents shall be entitled to audit such records and systems of Licensee as Licensor may reasonably request in order to determine Licensee's use of the Software pursuant to this Agreement.

2.8 Free Trial License. If available, Licensee may try one instance of the Software for the free trial term specified in the Order or for the duration of access provided by Licensor; in any case not to exceed thirty one (31) days (the "Evaluation Period"). Licensee may use the free trial Software solely to determine whether to purchase a commercial license to the Software and not for any commercial activity or other business or developmental purpose. Any such free trial license will automatically convert to a paid hourly subscription upon expiration of the Evaluation Period.

3. FEES

3.1 Licensee shall pay license fees to Licensor or its authorized reseller Amazon Web Services, Inc. ("AWS") in the amount and according to the terms set forth in the Order. Payment of any fees hereunder shall be made in a form acceptable to Licensor or AWS in U.S. dollars or in such other currency as may be acceptable to Licensor or AWS. All costs of payment (such as wire transfer fees) shall be the obligation of Licensee. Licensee is solely responsible for any and all taxes, duties, fees or other charges imposed on or associated with the transaction(s) contemplated in this Agreement.

4. TERM AND TERMINATION

4.1 Term. The term of this Agreement shall commence as of the Effective Date and continue for a particular term provided in the Order unless terminated earlier as provided hereunder.

4.2 Termination by Licensee. Licensee may terminate this Agreement at any time, with or without cause, upon written notice to Licensor, provided Licensee is in compliance with all of its obligations hereunder. Except as expressly provided herein, Licensee shall not be entitled to any refund of any fees paid hereunder upon termination of this Agreement.

4.3 Termination by Licensor. Licensor may terminate this Agreement upon written notice of termination for breach to Licensee if Licensee materially breaches any term of this Agreement and fails to cure such material breach to Licensor's reasonable satisfaction within thirty (30) days of receipt of notice of intent to terminate for breach from Licensor. Notwithstanding the generality of the foregoing, if, in Licensor's reasonable judgment, Licensee's breach materially infringes or impairs Licensor's intellectual property or other proprietary rights in the Software, Licensor may terminate this Agreement immediately.

4.4 Actions on Termination, Cancellation, or Expiration. Upon termination of this Agreement with or without cause pursuant to Sections 4.2 and 4.3 above, its cancellation pursuant to Section 5.1 below, or its expiration in the case of a limited term license, all licenses granted herein shall immediately terminate. Upon either termination of this Agreement or expiration or termination of a limited term license governed by this Agreement, Licensee shall immediately (a) discontinue any and all use of the Software, (b) uninstall and destroy any and all physical or electronic copies of the Software, and (c) deliver written certification, executed by an officer of Licensee, stating that Licensee has complied with this section, to Licensor within twenty (20) days of such termination, cancellation, or expiration. Except as expressly set forth in Section 5 below, under no circumstances shall Licensee be entitled to any refund or return of fees upon termination, cancellation, or expiration of this Agreement.

4.5 Surviving Rights. All provisions of this Agreement which by their nature are intended to survive the expiration or termination of this Agreement shall survive and remain in full force and effect, including but not limited to the restrictions and obligations set forth in Sections 2.2, 2.3, 2.4, 2.5, 2.6, 2.7, 3.1, 4.2, 4.3, 4.4, 5.4, 5.6, 6 and 7 of Part 1 of this Agreement. In the event of the termination of Licensee's maintenance and support of a perpetual license for the Software and provided Licensee is not in breach of the Agreement, the terms of this Agreement shall remain in full force and effect except for Part 2 of this Agreement and any related maintenance and support terms.

5. REFUND POLICY, DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

5.1 Refund Policy. For licenses with an annual term, Licensee may receive a pro-rata refund of fees paid for the Software if Licensee provides Licensor with notice of cancellation within fourteen (14) days of purchase. If Licensee has a free trial of the Software (pursuant to Section 2.8) which converts to a paid subscription, Licensee may receive a refund of fees paid for the Software if Licensee provides Licensor with notice of cancellation within seven (7) days of conversion from a free trial license to a paid license.

5.2 Embedded Software. Licensor agrees to pass through to Licensee all warranties provided to Licensor by third parties relating to any third party software embedded in the Software or otherwise licensed or provided to Licensee by Licensor hereunder. Notwithstanding the foregoing, in the event Software contains any software code developed by third parties and licensed pursuant to either the GNU General Public License or the GNU Lesser General Public License such code is supplied without warranty of any kind.

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6. CONFIDENTIALITY

"Confidential Information" means the Software and/or any information relating to or disclosed in the course of the Agreement, which is or should be reasonably understood to be confidential or proprietary to Licensor. Confidential Information shall not include information (a) already lawfully known to the Licensee, (b) disclosed in published materials without fault of Licensee, (c) generally known to the public without fault of the Licensee, (d) lawfully obtained from a third party not under any obligation to maintain the confidentiality of Licensor, (e) required by applicable law or regulations to be released, or (f) independently developed by Licensee, provided the person or persons developing the same have not had access to relevant proprietary information of Licensor. Licensee agrees that the Confidential Information of Licensor shall be held in strict confidence and shall not be used by or disclosed to third parties without the prior written consent of Licensor. Notwithstanding anything to the contrary herein, the confidentiality obligations set forth in this Agreement shall survive the termination, cancellation, or expiration of this Agreement.

7. MISCELLANEOUS PROVISIONS

7.1 Severability. The provisions of this Agreement and the attached schedules are severable. If any provision of this Agreement or any schedule attached hereto is held to be invalid, illegal, or unenforceable, such provision is to that extent deemed omitted and not part of this Agreement. The validity, legality, or enforceability of the remaining provisions shall in no way be affected or impaired thereby and shall be valid and enforceable to the maximum extent permitted by law.

7.2 Assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns. Notwithstanding the foregoing, Licensee shall not assign, sublicense, subcontract, or otherwise transfer this Agreement, the license granted hereunder, or any of its other rights or obligations under this Agreement or delegate any of its duties under this Agreement without the prior written consent of Licensor, which consent shall not be unreasonably withheld.

7.3 Governing Law and Forum Choice. This Agreement shall be construed as having been made in, and shall be governed in accordance with, the laws of the State of Wisconsin if Licensee acquires the Software in the United States, without regard to that state's choice of law rules or conflict of law provisions. Any legal action brought concerning this Agreement or any dispute arising from any act or omission arising from this Agreement shall be brought only in the courts of the State of Wisconsin in the County of Milwaukee or in the federal courts located in such state and county, and both parties agree to submit to the jurisdiction of these courts. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

If Licensee acquires the Software outside of the United States, the laws of the country in which Licensee acquires the Software govern this Agreement, except (a) in Australia, the laws of the State or Territory in which the transaction is performed govern this Agreement; (b) in Albania, Armenia, Belarus, Bosnia/Herzegovina, Bulgaria, Croatia, Czech Republic, Georgia, Hungary, Kazakhstan, Kirghizia, Former Yugoslav Republic of Macedonia (FYROM), Moldova, Poland, Romania, Russia, Slovak Republic, Slovenia, Ukraine, and Federal Republic of Yugoslavia, the laws of Austria govern this Agreement; (c) in the United Kingdom, all disputes relating to this Agreement will be governed by English Law and will be submitted to the exclusive jurisdiction of the English courts; (d) in Canada, the laws in the Province of Ontario govern this Agreement; and (e) in Puerto Rico, and the People's Republic of China, the laws of the State of New York govern this Agreement.

7.4 Trade Compliance. Licensee agrees to comply with all applicable import, re-import, sanctions, anti-boycott, export, and re-export control and laws and regulations, including but not limited to Export Administration Regulations, the International Traffic in Arms Regulations, and economic sanctions programs implemented by the Office of Foreign Assets Control. Licensee represents and warrants that it is not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government (e.g., the Specially Designated Nationals List and Foreign Sanctions Evaders List of the U.S. Department of Treasury, and the Entity List of the U.S. Department of Commerce), the European Union or its Member States, or other applicable government authority.

7.5 US Government Restricted Rights. The Software is provided with RESTRICTED AND LIMITED RIGHTS. Use, duplication, or disclosure by the US Government or any of its agencies is subject to restrictions as set forth in FAR 52.227-14, Alternate III(g)(3), FAR 52.227-19(c), or DFARS 252.227-7013(c)(1)(ii), as applicable.

7.6 Entire Agreement. This Agreement, inclusive of the Schedules and Addenda, if any, attached hereto, constitutes the exclusive and entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, negotiations, representations and proposals, written or oral, relating to the subject matter hereof between Licensor and Licensee.

7.7 Modification. Licensor may modify this Agreement at any time by posting a revised version on the AWS site. The modified terms will become effective upon posting or, if notification is provided by email, as stated in the email message. By continuing to use the Software after the effective date of any modifications to this Agreement, Licensee agrees to be bound by the modified terms.

7.8 Waiver. No waiver of any breach of this Agreement shall be effective unless in writing and signed by an authorized representative of the party against whom enforcement is sought. No waiver of any breach of this Agreement and no course of dealing between the parties shall be construed as a waiver of any subsequent breach of this Agreement. The failure of either party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce such provision.

7.9 Force Majeure. Neither party shall be responsible for failure to fulfill any obligations due to causes beyond its control including, but not limited to, strikes, riots, wars, fire, acts of God, and acts in compliance with any applicable law, regulation, or order (whether valid or invalid) of any governmental body, except that such causes shall not extend the due date for, or excuse the timely payment of, any amounts payable by a party hereunder.

7.10 Notice. Any notice, request, instruction or other document or communications to be given hereunder by either party to the other shall be in writing, and delivered via email, personally, overnight courier, express mail, or certified mail – return receipt requested, postage prepaid (such notice to be effective on the date receipt is signed by the receiving party). Notices to Licensee shall be sent to either the address set forth in the applicable Order or to such other address as Licensee shall designate by written notice to Licensor. Notices to Licensor shall be sent to either the following address or to such other address as Licensor shall designate by written notice to Licensee: PKWARE, Inc., Attn: Legal Administrator, 201 E. Pittsburgh Ave., Suite 400, Milwaukee, WI 53204, legal@pkware.com.

PART 2 - MAINTENANCE AND SUPPORT

Maintenance and Support may be available to Licensee if Licensee is current on all payments and Licensee is running a currently supported version(s) of the Software.

8. ADDITIONAL DEFINITIONS. For purposes of Part 2 of this Agreement:

“Business Hours” means the hours from 8:00 a.m. through 6:00 p.m., Monday through Friday (excluding Licensor’s holidays) in either the United States Eastern Time Zone.

“Error Condition” means any demonstrable, reproducible defect, program error, or other non-conformance of the Software with its Documentation caused solely by errors or defects in the code of the Software.

“Latest Versions” means versions of Software used for the fulfillment of new license orders and/or the versions for which Licensor continues to provide technical support. Latest Versions are specified in the Support section of Licensor’s web site.

“Modification” means a partial or complete replacement of the executable code of the Software in machine-readable form which provides product function or correction that is delivered outside the standard announced “New Version” and “New Release” delivery methods.

“New Version” means a complete replacement of the executable code of the Software in machine-readable form, to provide significant new features or functions. A New Version may incorporate one or more enhancements. A New Version involves only such enhancements that change the version number immediately to the left of the decimal point. Changes to the version number are made solely at the discretion of the Licensor.

“New Release” means a partial or complete replacement of the executable code of the Software in machine-readable form, which may provide new features or functions. A New Release may incorporate some or no enhancements. A New Release involves only such alterations that change the release number to the immediate right of the decimal point. Changes to the release number are made solely at the discretion of the Licensor.

“Nonqualified Product” means any product not listed as compatible with Software in Licensor’s promotional materials.

“Pre-Release Change” means any enhancement, the development or testing of which is not yet completed, such that it is not yet generally released to Licensor’s customers.

9. SUPPORT

9.1 Non Error Condition Support. Licensor may provide support for non-Error Condition-related questions regarding the Software by e-mail, telephone, or online consultation during Business Hours.

9.2 Error Condition Support. Licensor shall may support for reporting and resolving Error Conditions through the standard support line during Business Hours.

9.3 Regardless of the nature of the Error Condition, Licensor may provide a resolution in the form of a Pre-Release Change, a Modification, or such other information, instructions or patches as are sufficient to eliminate or reduce the Error Condition.

9.4 After notifying Licensor following the discovery of any Error Condition, at the request of Licensor, Licensee agrees to submit a listing of output and any other information that Licensor may require in order to reproduce the Error Condition and/or the operating conditions under which the Error Condition occurred or was discovered.

9.5 Licensee agrees to acquire, install, and/or implement as directed, certain services, hardware, software, software versions, releases, and the like, as may be deemed reasonably necessary by Licensor for proper operation of the Software. Such items may be at an additional cost for which Licensee is financially responsible.

9.6 Licensee is responsible for procuring, installing, and maintaining all equipment, telephone lines, communications interfaces, and other hardware necessary to operate the Software and to obtain support from Licensor. Licensor shall not be responsible for delays or inability to provide maintenance or support caused by events or circumstances beyond its reasonable control.

9.7 Exceptions. The following matters are not covered by Licensor's maintenance and support obligations hereunder: (a) problems resulting from misuse, improper use, or damage of the Software, to the extent caused by Licensee, provided that Licensee's actions were not directed by Licensor or set forth in the Documentation; (b) problems resulting from any unauthorized modification made to the Software, but only to the extent of such modification; and (c) problems resulting from any Nonqualified Product or from failure of equipment.

If Licensor provides support services for a problem caused by a Nonqualified Product, or from failure of equipment, Licensor will charge on a time and materials basis for such extra service at its then current rates for customer support services. If, in Licensor's opinion, performance of any support hereunder is made more difficult or impaired because of Nonqualified Products, Licensor shall so notify Licensee, and Licensee will immediately remove the Nonqualified Product at its own risk and expense during any efforts to render support hereunder. Licensee shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

9.8 Licensee's Responsibilities. In connection with Licensor's provision of support hereunder, Licensee acknowledges that Licensee has the responsibility to do each of the following with respect to the Software: (a) maintain the designated computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications; (b) maintain the designated computer system at a supported revision level prescribed by the Documentation for proper operation of the Software; (c) perform any tests or procedures recommended by Licensor for the purpose of identifying and/or resolving any problems submitted by Licensee for servicing under the terms of this Agreement; (d) maintain a procedure external to the Software for reconstruction of lost or altered files, data, or programs to the extent deemed necessary by Licensee; (e) at all times follow routine operator procedures as specified in the Documentation; and (f) provide all information in American English in a form discernible by Licensor.

10. MAINTENANCE

10.1 Data Format/Content Changes. Licensor will make necessary corrections to the Latest Version(s), at Licensor's sole option. Licensor has no obligation to modify prior versions of the Software (i.e. non-Latest Versions) to run with the latest versions of operating systems, software, or hardware.

10.2 Modifications and New Releases. Provided Licensee is current on all obligations pursuant to the Agreement and any Schedules attached thereto, during the Maintenance Term, Licensor shall provide to Licensee at no additional charge all Modifications and New Releases to the Software, the schedule, nature, and scope of which shall be in the Licensor's sole discretion.

10.3 New Versions. Licensee may choose to license New Versions of the Software at the time of their availability under the terms and conditions of the Agreement and its attached Schedules, subject to the applicable pricing for such New Versions as set forth by Licensor in an appropriate supplement or Order executed by the parties. Licensee is under no obligation to license any such New Versions.