

## AKANA® SERVICE ORIENTED LEGACY ARCHITECTURE ("SOLA") SOFTWARE LICENSE AGREEMENT

This Akana® Software License Agreement (the "**Agreement**") applies to the provision of the Akana product identified on the Order Form (defined below) by Perforce Software, Inc., a Delaware corporation, on behalf of itself and its Affiliates (defined below) ("**Perforce**") to the customer entity identified on such Order Form (defined below) ("**Licensee**"). To the extent there is any conflict between the Order Form, and this Agreement, such conflict shall be resolved pursuant to the following order of precedence: (i) an amendment to this Agreement; (ii) the Order Form; (iii) and this Agreement. Perforce and Licensee are referred to in this Agreement each as a "**Party**" and together as the "**Parties**."

### Definitions.

- 1.1 "**Affiliate(s)**" means any natural person or entity that directly or indirectly controls or is controlled by or is under common control with a Party. For purposes of this definition, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Party whether through the ownership of voting securities, by contract, or otherwise.
- 1.2 "**Documentation**" means the then-current printed and digital user manual(s), instructions, on-line help files, and technical documentation for the Software.
- 1.3 "**Order Form**" means, collectively, a duly authorized quotation or ordering document issued by Akana to Licensee that specifies the Software and includes other specific licensing terms and conditions governing such Software (such as the fees, license quantity, measurement units, and the term of the license) and a purchase order, if applicable, issued by Licensee to Akana in response to and reflecting such quotation or ordering document (with no additional or different terms, unless such additional or different terms are expressly accepted by Akana in writing).
- 1.4 "**Maintenance and Support**" means the technical support and software maintenance services on the Software for which Licensee has paid the Maintenance and Support fees, either separately for perpetual licenses of the Software, or as included in the subscription license fee for the Software, as applicable.
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3. **Maintenance and Support.** Akana shall provide maintenance and support for the Software described in the applicable Order Form according to Akana's maintenance and support policy during the term specified on the applicable Order Form and/or, if applicable, in the corresponding Akana invoice.
4. **Payment; Taxes; Compliance; Verification.**
  - 4.1 **License Fees.** In consideration for the licenses granted by Akana under this License Agreement and as specified in the Order, Licensee shall pay Akana the amount set forth in the applicable Order Form (the "License Fees") in accordance with the terms therein.
  - 4.2 **Maintenance and Support Fees.** In consideration for Akana's Maintenance and Support obligations set forth in this License Agreement during the term set forth in the applicable Order, the Licensee shall pay Akana the Maintenance and Support Fees set forth in the applicable Order.
  - 4.3 **Payment Terms.** Licensee shall pay all fees in accordance with the payment terms set forth in the applicable Order. All payments may be made either by check or by wire transfer according to the instruction contained in Akana's corresponding invoice, or as otherwise notified in writing by Akana to Licensee.
  - 4.4 **Late Payments.** Late payments shall accrue interest at a rate of 1.5% per month, or the maximum legal rate if less. In the event that any fees due under this License Agreement are more than thirty (30) days late, Akana shall have the right to suspend performance under this License Agreement until all fees are made current. All payments hereunder shall be made in United States Dollars.
  - 4.5 **Taxes.** Licensee shall, in addition to the other amounts payable under this License Agreement, pay all applicable fees, duties, withholdings, sales, use, value added or other taxes, federal, state, local or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this License Agreement, excluding only taxes based on Akana's net income. Licensee shall hold Akana harmless from all claims and liability arising from Licensee's failure to report or pay any such taxes, duties, and assessments.
  - 4.6 **Compliance and Verification.** Licensee must have a commercially-reasonable process in place to track the scope of usage of the Software in order to ensure that the appropriate license fees have been paid. Licensee will, upon Akana's request, certify in writing its use of the Software. In the event Licensee fails to provide such certification within thirty (30) days of Akana's request, or, if Akana reasonably believes that a certification provided by Licensee is inaccurate, Licensee will permit Akana, or a mutually-approved independent representative, upon providing Licensee with ten (10) days' advance written notice, to review Licensee's use of the Software to verify Licensee's compliance with the terms of this License Agreement. Any such verification process will be: (a) restricted in scope, documentation, manner, and duration to that which is reasonably necessary to achieve its purpose; and (b) conducted during regular business hours at Licensee's facilities if a remote verification process is not possible. Akana will not unreasonably interfere with Licensee's business activities during such verification process. In the event that Akana finds that Licensee is not using the Software in accordance with the terms and conditions of this License Agreement, then Licensee agrees to reimburse Akana for the cost of the audit without limiting Akana's other rights under this License Agreement or in law or equity.
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6. **Confidential Information.** Akana and Licensee each agree to retain in confidence all non-public information, trade secrets and know-how disclosed pursuant to this License Agreement which is either designated as proprietary and/or confidential, or by the nature of the circumstances surrounding disclosure, should reasonably be understood to be confidential (the “Confidential Information”). Notwithstanding the foregoing, the Software, Documentation and Deliverables, and the results of all evaluations and testing of the Software or Deliverables by Licensee, shall constitute Confidential Information of Akana without need for any marking or designation. Each party agrees to: (a) preserve and protect the confidentiality of the other party’s Confidential Information; (b) refrain from using the other party’s Confidential Information except as contemplated herein; and (c) not disclose such Confidential Information to any third party except to employees as is reasonably required in connection with the exercise of its rights and obligations under this License Agreement (and only subject to binding use and disclosure restrictions at least as protective as those set forth herein executed in writing by such employees). Notwithstanding the foregoing, either party may disclose Confidential Information of the other party which is: (i) already publicly known; (ii) discovered or created by the receiving party without reference to the Confidential Information of the disclosing party; (iii) otherwise known to the receiving party through no wrongful conduct of the receiving party; or (iv) required to be disclosed by law or court order. The confidentiality obligations of this Section 6 shall survive the termination of this License Agreement for a period of five (5) years. Neither party shall disclose any of the terms of this License Agreement to any third party without the prior written consent of the other party; provided, however, that either party may disclose the existence of this License Agreement and either party may disclose the terms of this License Agreement (i) to legal counsel of the parties, (ii) in confidence, to accountants, banks, and financing sources and their advisors solely for the purposes of a party’s securing financing, (iii) in connection with the enforcement of this License Agreement or rights under this License Agreement, or (iv) in confidence, in connection with an actual or proposed merger, acquisition, or similar transaction solely for use in the due diligence investigation in connection with such transaction.
  
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10. **Term and Termination.**

- 10.1 **Term.** The term of this License Agreement will begin as of the date that Licensee receives the Software and will terminate as set forth in this Section 10. If Licensee is licensing the Software on a subscription basis, then each Order Form will have the initial subscription term set forth thereon. Upon termination of the initial subscription term, each Order Form will automatically renew for successive renewal subscription terms of equal length to its initial subscription term, unless the parties agree in writing to modify the successive subscription term prior to the expiration of the then-current subscription term, or one party provides the other party with written notice of non-renewal at least forty-five (45) days prior to the expiration of the then-current subscription term. If no initial subscription term is set forth in an Order, the initial subscription term for such Order Form will be for twelve (12) months.
- 10.2 **Termination.** Either party shall have the right to terminate this License Agreement and the licenses granted herein if: (i) the other party fails to comply with any of the terms and conditions of this License Agreement and such default has not been cured within thirty (30) days after written notice of such default to the other party; or (ii) the other party (A) terminates or suspends its business, (B) has wound up or liquidated, voluntarily or otherwise, or (C) becomes the subject of a voluntary or involuntary petition in bankruptcy or any voluntary or involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of its creditors.
- 10.3 **Effect of Termination.** The obligations of Akana and Licensee in Sections 1, 4, 5, 6, 7, and 9-11 (except Section 11.3), and all payment obligations accruing prior to termination, shall survive termination of this License Agreement. Within five (5) days after termination of this License Agreement, Licensee shall return to Akana or destroy, at Licensee's expense, the Software, Documentation, and all copies thereof, and deliver to Akana a certification, in writing signed by an officer of Licensee, that the Software, Documentation, and all copies thereof have been returned or destroyed, as requested by Akana, and their use discontinued. Nothing contained herein shall limit any other remedies that Akana may have for the default of Licensee under this License Agreement nor relieve Licensee of any of its obligations incurred prior to such termination.

11. **Miscellaneous.**

- 11.1 **Assignment.** Licensee shall not assign or transfer this License Agreement or any rights or obligations under this License Agreement, whether voluntary or by operation of law, without the prior written consent of Akana. Akana may assign or transfer this License Agreement to any successor by way of merger, acquisition, or sale of all or substantially all of the assets relating to this License Agreement. Any assignment or transfer of this License Agreement made in contravention of the terms hereof shall be null and void. Subject to the foregoing, this License Agreement shall be binding on and inure to the benefit of the parties' respective successors and permitted assigns.
- 11.2 **Entire Agreement.** This License Agreement, including all Orders hereunder, constitutes the sole and entire agreement of the parties with respect to the subject matter hereof and supersedes and cancels any prior

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- 11.3 Force Majeure. Neither party will be deemed to be in breach of this License Agreement, nor otherwise liable to the other, by reason of any delay in performance or non-performance of any of its obligations under this License Agreement arising out matters beyond the reasonable control of a party, including, war, strikes, lock outs, or industrial disputes (except in relation to a party's own workforce), outbreak of hostilities, riots, civil disturbances, pandemics, epidemics, or quarantines, acts or orders of any government department or constituted body, fire, explosion, earthquake, flood, acts of God, or acts of terrorism; *provided, however*, that no event will be treated as beyond the reasonable control of a party if it is attributable to a willful act or omission by such party, or any failure by such party to take reasonable precautions or any failure to mitigate or take reasonable steps to overcome such event. If the performance of the impacted party is prevented for a period of thirty (30) days or more, the party not affected may terminate this Agreement upon providing seven (7) days' advance written notice.
- 11.4 Governing Law; Forum. This License Agreement and any claim, cause of action or dispute arising out of, or related thereto, shall be governed by and construed in accordance with the laws of the State of Delaware, regardless of Licensee's country of origin or where Licensee uses the licenses from, without giving effect to any conflict of law principles, which would result in the application of the laws of a jurisdiction other than the State of Delaware. Any dispute, claim, or controversy arising out of, connected with, or relating to this License Agreement, the Software, or any use related thereto, will be submitted to the sole and exclusive jurisdiction of the competent court located in State of Delaware. The 1980 United Nations Convention on Contracts for the International Sale of Goods, any state's enactment of the Uniform Computer Information Transactions Act, and the United Nations Convention on the Limitation Period in the International Sale of Goods, and any subsequent revisions thereto, do not apply to this License Agreement.
- 11.5 Severability. If any provision of this License Agreement is held invalid, illegal, or otherwise unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the parties, and the enforceability of the remaining provisions of this License Agreement will not be impaired thereby. To the extent any provision cannot be enforced in accordance with the stated intentions of the parties, such provision will be deemed not to be a part of this License Agreement.
- 11.6 Waiver and Modifications. Failure by Akana to enforce any rights under this License Agreement will not be construed as a waiver of such rights, and a waiver in one or more instances will not be construed as constituting a continuing waiver or as a waiver in other instances. No modification of this License Agreement shall be binding unless it is in writing and is signed by an authorized representative of the party against whom enforcement of the modification is sought.
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- 11.9 **No Joint Venture.** Nothing contained in the License Agreement will be construed so as to make the parties partners or joint venturers or to permit either party to bind the other party to any agreement or purport to act on behalf of the other party in any respect.
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