

**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.
- 1.5 “**Software**” means the machine-readable object code of Akana’s computer software programs, and the Documentation, for which Licensee has paid the applicable license fees, and any modified or updated versions of any of the foregoing made available to Licensee pursuant to Licensee’s purchase of either a time-based license, or Maintenance and Support for a perpetual license, under the same terms and conditions. The Software does not include any third-party software products that may be embedded in or bundled with the Software, which such products are separately licensed by the copyright holder.

**2. License; Restrictions.**

- 2.1 **License.** In consideration of Licensee’s payment of the license fee, and subject to the terms and conditions of this License Agreement, and any applicable Order Form, Akana grants to Licensee a limited, non-sub licensable, non-exclusive, non-transferable, fully-paid (upon payment of the applicable fees), time-based or perpetual (as is indicated in the Order Form) license for Licensee’s authorized users to: (a) install and use the Software ordered by Licensee in accordance with the Documentation for Licensee’s own direct internal business purposes, and subject to any limitation on use specified in this License Agreement or as stated in the Order Form; (b) install and use the Documentation solely in conjunction with and in support of Licensee’s licensed use of the Software; and (c) make the number of exact copies of the Software as required for archival and back-up purposes, and a reasonable number of copies of the Documentation to support the licensed number of users, provided that each copy of the Software and the Documentation retains all copyright and other proprietary notices included in the original copy provided by Akana to the Licensee. Akana hereby reserves all rights in and to the Software that are not specifically granted by this License Agreement.
- 2.2 **Restrictions on Use.** Except as expressly provided in Section 2.1 above, Licensee will not, either directly or indirectly, cause, instruct, direct, or permit any other party to: (a) reverse engineer, translate, disassemble, decompile, sell, rent, lease, manufacture, adapt, create derivative works from, or otherwise modify or distribute the Software or the Documentation, or any part thereof; (b) attempt to discover the source code

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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.
5. **Ownership of Software.** Akana, or its licensors, own and shall retain all proprietary rights, including all copyright, patent, trade secret, trademark and all other intellectual property rights, in and to the Documentation, Software, and any error corrections to the Software or Documentation, whether made by Licensee, Akana, or any third party. Licensee acknowledges that the licenses granted under this License Agreement do not provide Licensee with title to or ownership of the Software, or the Documentation, but only a right of limited use under the terms and conditions of this License Agreement.

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.
7. **Limited Warranty; Disclaimer.** Akana warrants to Licensee that for a period of ninety (90) days from the date of delivery of the Software, the Software will substantially conform to the Documentation. Licensee's sole and exclusive remedy under the foregoing warranty shall be for Akana to use commercially reasonable efforts to correct any substantial non-conformity of the Software reported to Akana in writing within the warranty period. The warranty set forth in this Section 7 shall not apply to any defect in the Software that is caused by (i) the use or operation of the Software with an application or in an environment other than that intended or recommended by Akana, (ii) modifications to the Software not made by Akana, (iii) third party hardware or software, or (iv) Licensee's failure to implement all error corrections that are issued under this License Agreement. EXCEPT FOR THE EXPRESS LIMITED WARRANTY STATED ABOVE, AKANA PROVIDES NO WARRANTIES, EITHER EXPRESSED, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO ANY SOFTWARE, AND AKANA SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
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software; or (vi) any modification of the Software by any party other than Akana, or an authorized third party agent of Akana. THIS SECTION 8 SETS FORTH AKANA'S ENTIRE LIABILITY AND LICENSEE'S SOLE REMEDY FOR ANY CLAIM OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

**9. Limitation of Liability.** AKANA'S TOTAL AND CUMULATIVE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL IN NO EVENT EXCEED THE LICENSE FEES PAID BY LICENSEE UNDER THIS LICENSE AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE DATE THE CAUSE OF ACTION ACCRUES. LICENSEE FURTHER AGREES THAT NEITHER AKANA, NOR ITS LICENSORS OR SUPPLIERS, WILL BE LIABLE FOR ANY LOST PROFITS, LOSS OF DATA, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES. IN NO EVENT WILL AKANA, ITS SUPPLIERS OR LICENSORS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THIS LICENSE AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LICENSEE ACKNOWLEDGES THAT THE AMOUNTS PAYABLE HEREUNDER ARE BASED IN PART ON THESE LIMITATIONS, AND FURTHER AGREES THAT THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

**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

and contemporaneous oral or written proposals, promises, or agreements. There are no promises, covenants, or undertakings other than those expressly set forth in this License Agreement. If Licensee issues a Licensee purchase order, or any other Licensee-generated documentation, and the terms and conditions conflict with this License Agreement, the terms and conditions contained in this License Agreement, including all Orders incorporated hereunder, will control. For purposes of clarity, no terms, or conditions, including any pre-printed or boilerplate terms and conditions, stated in any Licensee purchase order, or in any other Licensee documentation, will be incorporated into or form any part of this License Agreement, and all such terms or conditions will be null and void and of no force and effect.

- 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 of 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.
- 11.7 **Export Control.** Licensee acknowledges and agrees that the Software may be subject to restrictions and controls imposed by the United States Export Administration Act and the regulations thereunder. Licensee agrees that it will not export or re-export either the Software or any directly related materials to or into any country in violation of such controls or any other laws, rules, or regulations of any country, state, or jurisdiction.
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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.
12. **Evaluation License.** The terms of this Section 12 shall solely apply to Software licensed for purposes of evaluation (the "**Evaluation Software**"). The terms of Sections 2, 7, and 10 shall not apply to the parties' rights and obligations with respect to Evaluation Software.
- 12.1 **Rights and Restrictions.** Akana grants Licensee a non-exclusive, non-transferable license to (i) install the Evaluation Software on Licensee's internal server in the country to which such Evaluation Software is delivered, and (ii) use the Evaluation Software for the sole purpose of internally evaluating the Evaluation Software, for a period agreed to in writing between Licensee and Akana, or the period specified in the applicable license key delivered to Licensee for the Evaluation Software and any extensions thereto (the "**Trial Period**"). Licensee may not make use of the Evaluation Software and the Output for any commercial or production purposes. Licensee shall not make the Evaluation Software, and the Output available to any third parties. Akana may provide Licensee with limited installation support for the Evaluation Software during the Trial Period. Upon the expiration of the Trial Period, the license granted in this Section 12.1 shall terminate, and Licensee shall uninstall and cease use of the Evaluation Software. Akana may also include a "time bomb" within the Evaluation Software that shall prevent use of the Evaluation Software after the Trial Period has expired. Notwithstanding the Trial Period, this License Agreement shall terminate immediately upon notice from Akana if Licensee fails to comply with any provision of this License Agreement.
- 12.2 **Exclusion of Warranties.** ALL EVALUATION SOFTWARE AND MAINTENANCE SUPPORT SERVICES THAT ARE PROVIDED BY AKANA OR ANY OF ITS AFFILIATES ARE PROVIDED "AS IS." NO WARRANTIES OR COMMITMENTS, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO THE EVALUATION SOFTWARE OR MAINTENANCE AND SUPPORT SERVICES SUPPLIED BY AKANA HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEMS INTEGRATION, TITLE, SATISFACTORY QUALITY AND NON-INFRINGEMENT. THE SOLE REMEDY OF LICENSEE FOR ANY ASSERTED DEFECT, ERROR, OR OTHER SHORTCOMING IN THE EVALUATION SOFTWARE IS THAT LICENSEE MAY REQUEST MAINTENANCE AND SUPPORT SERVICES FOR EVALUATION SOFTWARE.