SOFTWARE LICENSE AGREEMENT
HELIX QAC (NOVEMBER 1, 2022)

PLEASE READ THE FOLLOWING LICENSE AGREEMENT BEFORE INSTALLING AND USING THE HELIX QAC SOFTWARE PROGRAM (THE "SOFTWARE") ASSOCIATED WITH THIS AGREEMENT.

CLICKING ON THE "ACCEPT" OR "YES" BUTTON IN RESPONSE TO THE ELECTRONIC LICENSE AGREEMENT ENQUIRY AS TO ACCEPTANCE OF THE TERMS OF THIS LICENSE AGREEMENT, INSTALLING OR DOWNLOADING THE SOFTWARE, INDICATES ACCEPTANCE OF AND AGREEMENT TO, AND LEGALLY BINDS YOU, YOUR EMPLOYER (COLLECTIVELY THE "LICENSEE") AND PROGRAMMING RESEARCH LIMITED, A LIMITED COMPANY FORMED UNDER THE LAWS OF ENGLAND AND WALES, COMPANY NUMBER 2844401, AND A WHOLLY-OWNED SUBSIDIARY OF PERFORCE SOFTWARE, INC. ("PRL"), TO THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT (INCLUDING ANY TERMS, CONDITIONS AND RESTRICTIONS CONTAINED IN ANY ORDER RELATING TO THE SOFTWARE). IF THE LICENSEE DOES NOT ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT THEN EITHER DO NOT DOWNLOAD, INSTALL OR OTHERWISE USE THE SOFTWARE.

THE RIGHT TO USE THE SOFTWARE IS CONDITIONAL UPON ACCEPTANCE OF THIS AGREEMENT, UNLESS THE LICENSEE HAS ENTERED INTO A WRITTEN AND DULY SIGNED LICENSE AGREEMENT WITH PRL, IN WHICH CASE SUCH SIGNED LICENSE AGREEMENT WILL GOVERN THE LICENSEE'S USE OF THE SOFTWARE.

1.   **Certain Defined Terms**. For purposes hereof, the terms provided below, when used anywhere in this Agreement with initial capital letters, will have the respective meanings as set forth below:

1.1   "Affiliate" means any natural person, partnership, corporation, association, limited liability company, joint stock company, trust, joint venture, unincorporated organization, estate, labor union, or a government entity that directly or indirectly, controls, is controlled by, or is under common control with another 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   "Authorized User" shall mean an employee or Third-Party Agent of Licensee who is assigned a unique and fixed user account to consume one license to use the Program(s) licensed under this Agreement on a single server, or on multiple servers, regardless of whether such individual is actively using the Program(s) at any given time. A non-human operated device will be counted as an Authorized User in addition to all individuals authorized to use the Program(s) licensed under this Agreement if such devices can access such Program(s).

1.3   "Documentation" means the then-current printed and digital user manual(s), instructions, on- line help files, and technical documentation for the Software (including releases) made available by PRL, and any materials or deliverables that PRL provides to Licensee as part of this Agreement, or in the course of providing the Software Support to the Licensee.

1.4   "Evaluation" means an installation of the Software in a non-production environment for a limited time period under the terms and conditions of this Agreement, during which an Authorized User may evaluate the Software for use in support of Licensee's internal business operations.

1.5   "Evidential Output" means that part of the Output that is used for evidential, validation, or audit purposes.

1.6   "Output" shall mean the data in electronic or other format containing the results generated by using the Software.

1.7   "Program(s)" means, the machine-readable object code of the computer software program or programs described in one or more invoices to this Agreement, including any additional releases of such programs as are made available by PRL to Licensee from time to time.

1.8   "Reports" means the reports generated by the Software.

1.9   "Software" means the Program and the Documentation.

1.10   "Software Support" means technical support and maintenance services for the Software licensed under this Agreement as described in PRL's then-current Software Support policy available on PRL's website, and any new releases to the Software for which Licensee is paying the Software Support fee.

1.11   "Third-Party Agent(s)" means third parties delivering services to Licensee pursuant to a written contract with Licensee.

2.   **Grant of License; Restrictions**.

2.1   Grant of License. In consideration of Licensee's payment of the license fee, and subject to the terms and conditions of this Agreement, PRL grants to Licensee a limited, non-sub licensable, non-exclusive, non-transferable, fully-paid (upon payment of the fees set forth in Section 3 of this Agreement) 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 Agreement; (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 PRL to the Licensee. PRL hereby reserves all rights in and to the Software that are not specifically granted by this Agreement.

2.2   Restrictions on License Grant. 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 of the Software, nor permit any third party to do so; (c) copy, in whole or in part, the Software or the Documentation; (d) delete any copyright, trademark, patent or other notices of proprietary rights of PRL or other parties as they appear anywhere in or on the Software or Documentation; or (e) tamper with, or attempt to tamper with, or circumvent or disable, or attempt to circumvent or disable, any license key or other limiting function delivered with the Software, or otherwise attempt to gain access to functionality or capacity that is not validly licensed by Licensee. Licensee will not remove or otherwise alter any proprietary notices or labels from the Software, Documentation, or any portion thereof.

2.3   Restrictions on use of the Output, Reports, and Evidential Output. To the extent applicable to the Software licensed under this Agreement, this Section 2.3 shall apply. The Licensee shall not provide the Output, Report, and/or Evidential Output to parties who are not Authorized Users for the purpose of operating the Software. Only Authorized Users may make use of the Output, Report, and/or Evidential Output to correct the Licensee's target software. Licensee shall be entitled to provide the Output, Report, and/or Evidential Output to third parties who are not Authorized Users solely for the purpose of audit, quality assurance, validation, or evidential purposes. Licensee shall not commercialize in any way the Output, Evidential Output, and/or Reports including, without limitation, by licensing, sub-licensing, assigning, or sub-contracting the use of the Output, Evidential Output, or Reports to any party.

2.4   Third Party Agents. Licensee will be fully responsible for Licensee's Third-Party Agents' compliance with the terms and conditions of this Agreement, and any breach of this Agreement by a Third-Party Agent will be deemed to be a breach by Licensee.

2.5   Compliance with Laws; Export Control. Licensee, on behalf of itself and its Affiliates, agrees to comply fully with all applicable laws, statutes, regulations, rules, ordinances, codes, and standards relating to any export controls and economic sanctions laws of the United States or abroad. Licensee acknowledges that the Software is of United States origin and is subject to the Export Administration Regulations (the "EAR") administered by the U.S. Department of Commerce's Bureau of Industry and Security ("BIS"), and the laws and regulations governing economic sanctions and embargoes administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"). Accordingly, any use, transshipment, or diversion of the Software contrary to applicable export control laws or sanctions laws is prohibited. Licensee warrants and covenants that: (1) Licensee and its Affiliates will not export, re-export, re-sell, provide access to, or otherwise transfer the Subscription Services or related technology with knowledge that a violation of the U.S. law, the EAR, or the terms of any order, license, license exception, or other authorization issued under the EAR has occurred, is about to occur, or is intended to occur in connection with the item; and (2) Licensee and its Affiliates will not export, re-export, re-sell, provide access to, or otherwise transfer the Subscription Services into any country or region subject to comprehensive economic sanctions (*i.e.*, currently Cuba, Iran, North Korea, Syria, and the Crimea Region of Ukraine). Licensee further represents that: (a) Licensee and its Affiliates are not, and are not acting on behalf of, (i) any natural person or entity who is a citizen, national, or resident of, or who is controlled by, the government of any country to which the United States has prohibited export, reexport, or transfer of the Subscription Services or related technology, or (ii) any natural person or entity listed on OFAC's list of Specifically Designated Nationals and Blocked Persons or the Consolidated Sanctions List, or BIS's Denied Persons List, Entity List, or Unverified List; and (b) Licensee and its Affiliates will not permit the Subscription Services to be used for any purposes prohibited by law, including but not limited to any prohibited development, design, manufacture, or production of

missiles or nuclear, chemical, or biological weapons. Licensee shall exercise diligent efforts to ensure its and its Affiliates' compliance with this <u>Section 2.5</u>.

2.6   <u>Federal Government End Use Provisions</u>. PRL may provide the Software for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Software include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software), and the Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with PRL to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights.

2.7   <u>Verification</u>. Upon providing Licensee with 10 days' advance written notice, and subject to PRL's obligations provided in <u>Section 7</u> of this Agreement, PRL may review Licensee's use of the Software to verify Licensee's compliance with the terms of this Agreement. Any such audit 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. PRL will not unreasonably interfere with Licensee's business activities during such verification process. Licensee will be liable for promptly remedying any underpayments revealed during the audit at the then-current price per Authorized User. If the result of the verification process reveals a failure to materially comply with terms and conditions of this Agreement, and/or if the audit reveals an underpayment of at least ten percent (10%) or more that the Licensee is currently paying, Licensee will also be liable for the costs of the audit in addition to any unpaid fees, or other damages, and any other remedies available to PRL in this Agreement.

2.8   <u>Free or "Open Source" Components</u>. The Software may include components, including, without limitation, programs, applications, tools, utilities, libraries, and other programming code) that are made available from third parties under a free or open source licensing model ("<u>Open-Source Components</u>"). Open-Source Components included in the Software are redistributed by PRL under the terms of the applicable Open Source Components license for such Open Source Component. Your receipt of the Open Source Components will neither enlarge nor curtail your rights or obligations under the license applicable to such Open Source Component. Copies of the licenses for the Open-Source Components that are included with the Software are included with, or referenced in, the Software.

2.9   <u>Affiliates</u>. Notwithstanding anything to the contrary herein, the rights granted to Licensee hereunder may be exercised by any of its Affiliates, provided that Licensee shall remain responsible at all times for such Affiliates' adherence to all applicable terms and conditions of this Agreement and shall be primarily liable for any breach of this Agreement by such Affiliate.

3.   **Delivery; Fees; Payment; Renewal; Additional Authorized Users; Taxes**.

3.1   <u>Acceptance of Software</u>. Except as may otherwise be agreed upon in writing between PRL and Licensee, the Software shall be deemed to be accepted upon delivery of the Software and Documentation.

3.2   <u>Fees</u>. License fees and Software Support fees will be as set forth on the applicable invoice. All license fees and Software Support fees that are invoiced to Licensee will be payable by Licensee in United States Dollars, unless otherwise billed in another currency as provided in the invoice.

3.3   <u>Payment</u>. Except as otherwise provided in an invoice, all invoices shall be due and payable within thirty (30) days after the invoice date. If Licensee fails to pay any amounts due under this Agreement by the due date, PRL will have the right to charge interest at a rate equal to the lesser of 1.5% per month, or the maximum rate permitted by applicable law, until Licensee pays all amounts due.

3.4   <u>Automatic Renewal</u>. Subject to any coterminous provisions provided in <u>Section 3.5</u> below, and unless otherwise agreed upon in writing between PRL and Licensee, Software Support and Software licensed as a subscription under this Agreement will automatically renew upon the expiration of the term specified in your existing order (the "<u>Anniversary Date</u>") for a period of equal duration (the "<u>Renewal Term</u>"), and the Software Support fee and/or the Software subscription license fee for such Renewal Term will be invoiced at least 45 days prior to the upcoming Anniversary Date, unless either party provides written notice of its intent not to renew the Software Support at least 60 days prior to the Anniversary Date. For each Renewal Term, PRL reserves the right to increase the Software Support fee and/or the Software subscription license fee that were charged in the prior, expiring term (which such increase will not take into account any transaction incentives included on a prior order).

3.5   Additional Users.

(a)   Subscription Licenses. Subject to the provisions of Section 3.5(c) below, Licensee may increase the number of subscription licenses that the Software is configured to support by paying an additional subscription license fee for each additional Authorized User of the Software. The amount of the additional subscription license fee will be as stated in the invoice generated by PRL and delivered to Licensee.

(b)   Perpetual Licenses. Subject to the provisions of Sections 3.5(c) and (d) below, Licensee may increase the number of perpetual licenses that the Software is configured to support by paying an additional perpetual license fee, and a Software Support fee, for each additional Authorized User of the Software. The amount of the additional perpetual license fee, and the Software Support fee, will be as stated in an invoice generated by PRL and delivered to Licensee.

(c)   Pro-Ration of License Fees and Software Support fees. Depending upon the timing of when the Licensee acquires the additional licenses under this Agreement, the license fee, as applicable, and any related Software Support fee, as applicable will be pro-rated to ensure that the term of Licensee's license fee, and any related Software Support fee, as applicable, for the additional licenses will be coterminous with the Licensee's Anniversary Date.

(d)   Perpetual Licenses Must Be Current on Software Support. In order to add additional perpetual licenses as described under Section 3.4(b) of this Agreement, each of the perpetual licenses previously acquired by Licensee must be current on Software Support. If Software Support for such prior acquired perpetual licenses has been terminated for any reason, then before any additional perpetual licenses can be granted under this Agreement, the Licensee will need to: (i) reinstate the Software Support on each previously acquired perpetual license by paying the associated Software Support fees from the date of the termination of the Software Support through the date of the upcoming Anniversary Date at the then current Software Support fee as listed on PRL's price list; and (ii) pay for the upcoming year of Software Support for all previously acquired perpetual licenses, and for the proposed additional licenses.

3.6   Taxes. All License and Software Support fees are exclusive of all sales, value added taxes, goods, and services taxes, withholding taxes, customs duties, or similar taxes, duties, and charges (collectively, "Taxes"). Such Taxes shall be incremental to any License and Software Support fees and shall be payable by Licensee in accordance with applicable law. Licensee shall pay to PRL an amount equal to any such Taxes actually paid, or required to be collected and paid, by PRL with respect to the transactions contemplated in this Agreement, and under any subsequent invoice, unless Licensee provides PRL with a fully-completed certificate of exemption from any Taxes required to be collected and paid by PRL, which such acceptance of the certificate of exemption will be subject to PRL's reasonable discretion.

4.   **Limited Warranties and Disclaimers.**

4.1   Limited Warranty. PRL warrants that for a period of 60 days after the receipt of the latest release of Software, the Software will perform substantially in accordance with its Documentation. PRL does not warrant, however, that Licensee's use of the Software will be uninterrupted, that the operation of the Software will be error-free, that the Software will meet Licensee's requirements or that all errors will be corrected. If, during the warranty period, as defined above, the Software fails to perform in accordance with the warranty, PRL shall use reasonable commercial efforts to correct the failure of the Software to perform in accordance with the warranty.

4.2   Warranty Not Applicable. The above limited warranty will not apply to: (i) any defects caused by the combination, operation, or use of the Program with software, hardware, or other materials not provided by PRL; (ii) the Software being modified by any party other than PRL; (iii) any use of the Software that does not conform to PRL's requirements as set forth in the documentation; and (iv) matters relating to the Output, Reports, and Evidential Output set forth in Section 6.3 of this Agreement

4.3   DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 4.1, THE SOFTWARE IS PROVIDED "AS IS," AND PRL MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, AND PRL, ON BEHALF OF ITSELF AND ITS AFFILIATES, DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS RELATING TO THE SOFTWARE, OR OTHER SUBJECT MATTER OF THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN TRADE, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. PRL DOES NOT MAKE ANY WARRANTY WITH RESPECT TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SOFTWARE. TO THE EXTENT THAT PRL IS NOT PERMITTED BY

APPLICABLE LAW TO DISCLAIM ANY WARRANTY PROVIDED HEREIN, THE SCOPE AND DURATION OF SUCH WARRANTY SHALL BE THE MINIMUM REQUIRED UNDER SUCH LAW.

4.4   High Risk Activities. The Software is not specifically designed, manufactured, or intended for use in the planning, construction, maintenance, control or direct operation of nuclear facilities, aircraft navigation, control or communication systems, weapons systems, or direct life support systems.

5.   **Intellectual Property Ownership; Intellectual Property Infringement.**

5.1   Intellectual Property. Licensee acknowledges and agrees that it obtains no ownership rights in the Software, Documentation, or the Software Support under the terms of this Agreement, and that PRL has and retains all right, title, interest, and ownership, including any and all intellectual property rights, in and to the Software, Documentation, and Software Support, and in any copies, improvements, enhancements, or updates of the Software and the Documentation, whether made by Licensee or PRL. As between PRL and Licensee, PRL owns all rights, title, interest, ownership, and proprietary rights in and to the Software, Documentation, and all related intellectual property therein. PRL's rights include, but are not limited to, all copies of the Software, Documentation, and any patent rights (including but not limited to patent applications and disclosures), copyrights, trademark rights, trade secret rights, and any other intellectual property right recognized in any country or jurisdiction in the world. The Software is protected by United States laws, laws of other nations, and international treaty provisions. The Software, any license keys to the Software, and the Documentation constitute and embody valuable confidential information and trade secret information of PRL, and Licensee will secure and protect such confidential information and trade secret information consistent with PRL's rights therein and will not disclose such confidential information and trade secret information to any third party.

5.2   Claim of Intellectual Property Infringement. Notwithstanding any other provision of this Agreement, PRL will defend, or settle at its own expense, any action brought against Licensee to the extent that it is based on a claim that any Software supplied by PRL hereunder infringes any third party intellectual property right (an "Infringement Claim"), and indemnify Licensee and its officers, directors, shareholders, employees, accountants, attorneys, agents, Affiliates, against fines, penalties, costs, damages and expenses (including reasonable legal fees) finally awarded against Licensee by a court of competent jurisdiction, or agreed to in a written settlement agreement by PRL, arising out of such Infringement Claim. PRL's obligation to indemnify Licensee pursuant to this Section 5.2 is subject to the following conditions: (a) Licensee must give PRL prompt written notice of any Infringement Claim; (b) Licensee must provide, at PRL's expense, reasonable information and assistance in connection with the defense and settlement of such Infringement Claim; (c) Licensee agrees in writing with PRL that PRL has sole control of the settlement or defense of such Infringement Claim; and (d) has not compromised or settled such Infringement Claim without PRL's prior written approval.

5.3   Notwithstanding the foregoing, PRL will have no obligation under Section 5.2 or otherwise with respect to any infringement claim based upon: (i) any use of the Software not in accordance with this Agreement or the Documentation; (ii) any use of the Software in combination with other products, equipment, software, or data not supplied by PRL where the combination gives rise to the claim; (iii) use of the Software in conjunction with Licensee data where use with such data gives rise to the claim; (iv) Licensee's failure to use updated or modified versions of the Software provided to Licensee by PRL in order to avoid potential claims; (v) Software licensed for no fee, including trial, evaluation, or beta Software; or (vi) any modification of the Software by any party other than PRL, or an authorized third party agent of PRL. If a temporary or permanent injunction is obtained against the use of any part of the Software for the reason that it infringes any third party's intellectual property rights, PRL will, at its option and expense, either (a) procure for Licensee the right to continue to use the Software, (b) modify the Software so that it becomes non-infringing but remains in substantial compliance with the Documentation, or (c) terminate Licensee's license to the affected Software and refund to Licensee the Software Support fees, or the Subscription Fees, as applicable, paid for the remaining portion of the term of the affected license(s). THE PROVISIONS OF THIS SECTION 5 STATE THE EXCLUSIVE LIABILITY OF PRL, AND THE EXCLUSIVE REMEDY OF LICENSEE, WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

6.   **Limitation of Liability**.

6.1   Exclusion of Indirect Damages. EXCEPT FOR DAMAGES CAUSED BY FRAUD OR INTENTIONAL MISREPRESENTATION, PRL, INCLUDING ITS SUPPLIERS AND LICENSORS, WILL NOT BE LIABLE TO THE LICENSEE FOR ANY INDIRECT, SPECIAL, INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES, INCLUDING PUNITIVE OR MULTIPLE DAMAGES, OR ANY FAILURE TO REALIZE EXPECTED SAVINGS, LOSS OF DATA, EQUIPMENT DOWNTIME, LOSS OF USE, LOSS OF GOODWILL OR LOSS OF REVENUE OR PROFIT SUFFERED BY THE OTHER FOR ANY REASON, WHETHER FORESEEABLE OR NOT, NOR SHALL PRL BE LIABLE TO THE LICENSEE FOR ANY CLAIM AGAINST LICENSEE BY ANY THIRD PARTY FOR DAMAGES OF ANY KIND WHICH

ARISE FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SOFTWARE OR THE DOCUMENTATION.

6.2   Limitation on Direct Damages. EXCEPT FOR DAMAGES CAUSED BY FRAUD, INTENTIONAL MISREPRESENTATION, A BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS, OR INFRINGEMENT CLAIMS UNDER SECTION 5 HEREOF, IN NO EVENT SHALL EITHER PARTY'S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT OR RELATING TO THE SUBJECT MATTER HEREOF FOR ALL CLAIMS, COSTS, LOSSES, AND DAMAGES EXCEED THE AMOUNT PAID OR PAYABLE IN THE PRECEDING TWELVE MONTH PERIOD BY LICENSEE TO PRL PURSUANT TO THIS AGREEMENT FOR THE SOFTWARE.

6.3   Licensee acknowledges and agrees that the Output, Reports, and Evidential Output generated by the Software depend on the data provided by Licensee for use with the Software. Licensee shall bear full responsibility for the accuracy of the data used with the Software. Licensee acknowledges that the Output, Reports, and Evidential Output generated by the Software are tools to assist Licensee's personnel in the analysis of software code and is not a substitute for personnel with expertise in such analysis.

6.4   Application of Exclusions and Limitations. The foregoing limitations and exclusions of liability shall apply even if a party had been advised of the possibility of any such costs, losses or damages or knew or ought to have known of such costs, losses or damages and shall apply regardless of whether the action arose in contract, including, without limitation, from a fundamental breach, or breach of a condition, fundamental term or warranty, or in tort (including, without limitation negligence) or otherwise. The foregoing provisions limiting the liability of PRL shall also apply to its officers, directors, employees, and agents as trust provisions for the benefit of such officers, directors, employees, and agents and shall be enforceable by such parties as trust beneficiaries.

7.   **Confidentiality and Data Privacy**.

7.1   Confidentiality. By virtue of this Agreement, each party ("Recipient") may obtain, learn, develop, or have access to information that is confidential to the other party ("Discloser"). For purposes of this Agreement, "Confidential Information" will include any information that the Discloser identifies or marks as confidential or proprietary at the time of disclosure, or that reasonably appears to be proprietary or confidential in nature because of legends or other markings, the circumstances of disclosure, or the nature of the information itself. "Confidential Information" will also include, but is not limited to, the Programs, Documentation, code, technology, know-how, ideas, algorithms, testing procedures, structure, interfaces, specifications, bugs, problem reports, any information or reports generated from the Software, analysis and performance information, results of benchmark tests and information obtained through Software Evaluation, the terms of this Agreement, including pricing terms, and other technical, business, product, marketing and financial information, plans, and data.

7.2   The Recipient will protect the Discloser's Confidential Information by using the same degree of care, but no less than a reasonable degree of care, as the Recipient uses to protect its own Confidential Information of a like nature against unauthorized use, disclosure, or publication, and will limit access to Confidential Information of the Discloser to those of its employees, contractors, and agents who need such access for purposes consistent with this Agreement and who are bound by law or contract to restrictions no less stringent than those herein.

7.3   The confidentiality obligations set forth in this Section 7 do not apply to Confidential Information that: (a) is generally known to the public through no improper action by Recipient or its Third-Party Agents; (b) was legitimately in Recipient's or its Third-Party Agent's possession prior to its disclosure by Discloser; (c) becomes available to Recipient, or to its Third-Party Agents, on a non-confidential basis from a source other than the Discloser or the Discloser's Third-Party Agents, provided that such source is not acting in violation of a confidentiality agreement with Discloser or with any of the Discloser's Third-Party Agents, or is otherwise prohibited from transmitting the information to the Recipient or to the Recipient's Third-Party Agents by a contractual, legal, or fiduciary obligation owed to the Discloser or to any of the Discloser's Third-Party Agents; or (d) was or is independently developed by or for Recipient or by the Recipient's Third-Party Agents without use of or reference to the Confidential Information.

7.4   If the Recipient is required to disclose any Confidential Information of the Discloser to a tribunal, court, or governmental or regulatory agency, then, unless the recipient is restricted by any law or order, the Recipient will provide the Discloser in advance of the disclosure to permit the Discloser to obtain protective orders maintaining the confidentiality of the Confidential Information. At the Discloser's request and expense, Recipient agrees to provide reasonable assistance if the Discloser wishes to contest the disclosure.

7.5   Privacy.   PRL will comply with the terms of its Privacy Policy accessible at https://www.perforce.com/privacy-policy, and as modified from time-to-time. Licensee acknowledges and agrees that PRL may use Licensee's proprietary, confidential and/or personal data, regarding or related to Licensee that PRL may be exposed to throughout the performance of this Agreement, or that may be generated or processed in connection with Licensee's use of the Software for the following purposes:

(a)   To provide Licensee with Software Support services, handle Licensee inquiries, and send Licensee related recommendations and suggestions; and

(b)   To collect fees, conduct administrative activities necessary to maintain and provide the Software Support and other services that Licensee has engaged PRL to perform, enforce this Agreement, take any action in any case of dispute, or legal proceeding of any kind, involving Licensee, with respect to the Agreement, and prevent fraud, misappropriation, infringements, and other illegal activities and misuse of the Software.

8.   **Term and Termination.**

8.1   This Agreement will commence on the Effective Date and continue until terminated in accordance with the terms hereof.

8.2   Either party will have the right to terminate this Agreement in the event that the other party breaches its obligations hereunder. Intent to terminate will be made by a written notice setting forth the details of the breach. Termination will become effective 30 days from the date that the notification of intent to terminate was given unless the breaching party has corrected the breach prior to the end of that 30-day period. For purposes of clarity, if this Agreement is terminated pursuant to an uncured breach by PRL under this Section 8.2, then such termination will not affect Licensee's perpetual right to continue to use the Software if perpetual licenses of the Software were acquired by Licensee.

8.3   PRL will have the right to terminate this Agreement effective immediately if: (a) Licensee fails to meet its payment obligations under Section 3 of this Agreement unless Licensee has corrected such material breach within 10 days of Licensee's receipt of written notice of such breach from PRL; or (b) Licensee's violation of the restrictions set forth in Section 2.

8.4   Either party will have the right to terminate this Agreement effective immediately if: (a) a petition of bankruptcy is granted against the other party; (b) the other party makes an assignment for the benefit of creditors; (c) the other party admits to being unable to meet its obligations as they come due; or (d) a petition of bankruptcy is filed by or against the other party and if such petition is not dismissed by the bankruptcy court within 60 days after its filing. A party's intent to terminate this Agreement under this Section 8.4 will be made by a written notice to the other party.

8.5   If the Agreement is terminated prior to its natural expiration, then all licenses granted by PRL shall immediately terminate as of the Agreement termination date, unless otherwise agreed by the Parties in writing, and except as provided in Section 8.2 above. Licensee will immediately (a) discontinue all use of the Programs and Documentation, (b) destroy the original and all copies of the Programs and the Documentation in its possession or control, and (c) provide written confirmation to PRL of its compliance with the foregoing requirements. Licensee agrees to certify, in writing, to the other compliance with the foregoing undertakings upon PRL's request. Termination shall be without prejudice to the rights and remedies of either party that may have accrued prior to such termination. For the avoidance of doubt, and except in the case of breach of this Agreement by PRL, Licensee shall not be entitled to a refund of any prepaid fees upon termination of the Agreement, and PRL will not release Licensee from its obligations to pay PRL all fees that have accrued under this Agreement prior to its termination.

8.6   Any provision of this Agreement that expressly, by implication, or necessity, contemplates performance or observance subsequent to the termination of this Agreement will survive termination or expiration of the Agreement and will continue in full force and effect, including any outstanding payment obligations. Notwithstanding the foregoing, all licenses granted hereunder shall terminate pursuant to Section 8.5 above.

9.   **Miscellaneous**.

9.1   Neither party may assign this Agreement, in whole or in part without the express written consent of the other party, with the exception of an assignment carried out as part of a merger, restructuring, reorganization, or a sale or transfer of all or substantially all of a party's assets, provided that the terms and conditions of this Agreement will be binding upon the surviving entity or assignee as acknowledged . Each party agrees to do all things, including executing all documents reasonably required by the other party to effect any such assignment provided for above.

9.2   This 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 England and Wales, 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 laws of England and Wales. Any dispute, claim, or controversy arising out of, connected with, or relating to this Agreement, the Software, or any use related thereto, will be submitted to the sole and exclusive jurisdiction of the competent courts located in England and Wales. 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 Agreement.

9.3   Neither party shall disclose the existence of this Agreement, its terms, or conditions, the occurrence of discussions under this Agreement, or the business relationship considered by the parties hereunder, unless agreed in writing by the other party. Neither party shall issue publicity or general marketing communications concerning the other party without the other party's prior written approval.

9.4   No amendment or modification of this Agreement, nor any waiver of any rights hereunder, will be effective unless assented to in a writing signed by authorized representatives of both parties. Any such waiver will be narrowly construed to apply only to the specific provision and under the specific circumstances for which it was given and will not apply with respect to any repeated or continued violation of the same provision or any other provision. No other course of dealing between or among any of the parties to this Agreement or any delay in exercising any rights pursuant to this Agreement will operate as a waiver of any rights of any party to this Agreement. Except as expressly provided in this Agreement, no party who is not a party to this Agreement will have any right or obligation pursuant to this Agreement.

9.5   The parties acknowledge that money damages may not be an adequate remedy in the event of actual or threatened breach of the obligations and/or undertakings hereunder. Therefore, in addition to any other remedies available hereunder, by law or otherwise, either party will be entitled to seek and obtain injunctive relief and/or any other appropriate decree of specific performance or any other appropriate equitable relief.

9.6   All notices provided for in this Agreement will be in writing and will be personally delivered, sent by reputable overnight courier service (delivery charges prepaid), or sent by registered or certified mail, postage prepaid, return receipt requested, to any party at the address specified for PRL below, and at the address of the Licensee provided on the signature page to this Agreement. All notices, demands, and other communications hereunder may be given by any other means (including electronic mail), but will not be deemed to have been duly given unless and until the intended recipient actually receives it. Notice given by electronic mail will be deemed to have been given when sent so long as no electronic notice is delivered to the sending party indicating that the electronic mail could not be delivered.

If to PRL, addressed to: Programming Research Limited
                                    Attn: Legal Department
                                    400 North First Avenue, Suite 400
                                    Minneapolis, Minnesota 55401, USA
                                    Email: legal@perforce.com

9.7   The pursuit by either party of any remedy to which it is entitled at any time will not be deemed an election of remedies or waiver of the right to pursue any other remedies to which it may be entitled.

9.8   The parties will be independent contractors under this Agreement, and nothing herein will constitute either party as the employer, employee, agent, or representative of the other party, or both parties as joint venturers or partners for any purpose.

9.9   If any provision of this 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 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 Agreement.

9.10   Neither party will be deemed to be in breach of this Agreement, nor otherwise liable to the other, by reason of any delay in performance or non-performance of any of its obligations under this 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.

9.11   This Agreement, including all invoices 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 Agreement. 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 Agreement, and all such terms or conditions will be null and void and of no force and effect.

9.12   This Agreement shall enure to the benefit of and be binding upon Licensee and PRL and their respective successors and permitted assigns.

10.   **Evaluation License.** The terms of this Section 10 shall solely apply to Software licensed for purposes of Evaluation (the "Evaluation Software"). The terms of Sections 2.1, 2.3, 3, 4, and 8 shall not apply to the parties' rights and obligations with respect to Evaluation Software.

10.1   Rights and Restrictions.

(a)   PRL grants Licensee, and its Affiliates, 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 Software, for a period agreed to in writing between Licensee and PRL, 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, Output, Report, and/or Evidential Output to correct the Licensee's target software, nor shall Licensee make use of the Evaluation Software, Output, Report, and/or Evidential Output for any other commercial or production purposes. Licensee shall not make the Software, Output, Report, and/or Evidential Output available to any third parties.

(b)   PRL may provide Licensee with limited installation support for the Evaluation Software during the Trial Period.

(c)   Upon the expiration of the Trial Period, the license granted in Section 10.1(a) above shall terminate, and Licensee shall uninstall and cease use of the Evaluation Software. PRL 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 Agreement shall terminate immediately upon notice from PRL if Licensee fails to comply with any provision of this Agreement.

10.2   Exclusion of Warranties. ALL EVALUATION SOFTWARE AND SOFTWARE SUPPORT SERVICES THAT ARE PROVIDED BY PRL 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 SOFTWARE SUPPORT SERVICES SUPPLIED BY PRL 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 SOFTWARE SUPPORT SERVICES FOR EVALUATION SOFTWARE.