End User License Agreement (Demo SOFTWARE)

IMPORTANT PLEASE READ CAREFULLY: This End User License Agreement ("EULA") is a legal agreement between you (either an individual or a company) ("Licensee") and DXC Technology company ("DXC") for Software, owned by DXC and its affiliated companies and its third-party suppliers and licensors, that accompanies this EULA. For purposes of this EULA, "Software" shall mean machine-readable instructions used by a processor to perform specific operations. BY USING THE SOFTWARE, LICENSEE ACKNOWLEDGES ACCEPTANCE OF THE TERMS OF THIS EULA. IF LICENSEE DOES NOT ACCEPT THESE TERMS, LICENSEE MAY NOT USE THE SOFTWARE.

NOTICE: The Software in Demo mode is a free evaluation version of the software. It may not include the full functionality found in the full version. The Software is provided "as-is" and DXC provides no support for the Demo version. The Software in Demo mode is made available to Licensee solely for the purpose of demonstrating the program capabilities of the software so Licensee can evaluate whether to purchase a full license of the software. This Software in Demo mode is made available for use by Licensee as an end user according to this EULA. The evaluation period for use by Licensee is limited to ninety (90) days from the date Licensee receives the Software ("Evaluation Period"), unless otherwise specified by DXC in writing. The EULA is automatically terminated at the end of the Evaluation Period and Licensee must destroy or erase Licensee's copy of the Software at that time. DXC may terminate this EULA at any time by delivering notice to Licensee and Licensee may terminate this license at any time by destroying or erasing Licensee's copy of the Software.

- 1. GRANT OF LICENSE. DXC grants Licensee, the following rights provided that Licensee complies with all terms and conditions of this EULA: DXC hereby grants Licensee a limited, personal, royalty-free, non-exclusive license during the Evaluation Period to evaluate the Software solely and exclusively for Licensee's non-commercial internal use and for no other purpose. To the extent that non-device specific Software is provided to Licensee in a manner that is designed to be installed by Licensee, Licensee may install one copy of the installable Software on one hard disk or other device storage for one printer, computer, workstation, terminal, controller, access point or other digital electronic device, as applicable (an "Electronic Device"), and Licensee may access and use that Software as installed on that Electronic Device so long as only one copy of such Software is in operation during the evaluation. Certain items of the Software may be subject to open source licenses. The open source license provisions may override some of the terms of this EULA.
- 1.1 Authorized Users. The licenses granted herein are subject to the condition that Licensee ensures only authorized users access and use the Software. Licensee may purchase user licenses for the full version of the Software at any time upon payment of the appropriate fees to the DXC channel partner member or DXC.
- 1.2 Software Transfer. Licensee may not transfer this EULA or its rights to use the Software or updates granted herein to a third-party nor permit any party to do so.
- 2. RESERVATION OF RIGHTS AND OWNERSHIP. DXC and its suppliers and licensors reserve all rights not expressly granted to Licensee in this EULA. The Software is protected by copyright and other intellectual property laws and treaties.

DXC or its suppliers or licensors own the title, copyright and other intellectual property rights in the Software. The Software is licensed, not sold. Licensee understands and agrees that DXC may license the Software or part of the Software from one or more third-party licensors and any such applicable third-party licensor is an intended third-party beneficiary to this EULA and any such third-party licensor and its successors and assigns may enforce any and all terms of this EULA, and nothing herein shall limit such third-party licensor's legal or equitable rights (including injunctive relief), benefits, or remedies of any nature whatsoever under or by reason of this EULA.

- 3. LIMITATIONS ON END USER RIGHTS. Licensee may not reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or algorithms of, the Software or modify, or disable any features of, the Software, or create derivative works based on the Software. Licensee may not rent, lease, lend, sublicense or provide commercial hosting services with the Software.
- 4. PRIVACY. DXC's Privacy Policy (located at: https://dxc.com/us/en/privacy), as amended from time to time, is hereby incorporated by reference into this EULA. If end users submit personal data to DXC in connection with the use of DXC Software, the ways in which DXC collects and uses that data are regulated by DXC's Privacy Policy in accordance with applicable law.
- 5. SOFTWARE RELEASES. DXC may make software releases available to Licensee as those releases become available after the date Licensee obtains its initial copy of the Software. This EULA applies to all and any component of the release that may be made available to Licensee after the date Licensee obtains its initial copy of the Software, unless DXC provides other license terms along with such release. Some features of the Software may require Licensee to have access to the internet and may be subject to restrictions imposed by Licensee's network or internet provider.
- 6. EXPORT RESTRICTIONS. Licensee acknowledges that the Software is subject to export restrictions of various countries. Licensee agrees to comply with all applicable international and national laws that apply to the Software, including all the applicable export restriction laws and regulations.
- 7. ASSIGNMENT. Licensee may not assign this EULA or any of Licensee's rights or obligations hereunder (by operation of law or otherwise) without the prior written consent of DXC. DXC may assign this EULA and its rights and obligations without Licensee's consent. Subject to the foregoing, this EULA shall be binding upon and inure to the benefit of the parties to it and their respective legal representatives, successors and permitted assigns.
- 8. TERMINATION. This EULA is effective until terminated. Licensee's rights under this EULA will terminate automatically without notice from DXC if Licensee fails to comply with any of the terms and conditions of this EULA. DXC may terminate this EULA by offering Licensee a superseding agreement for the Software or for any new release of the Software and conditioning Licensee's continued use of the Software or such new release on Licensee's acceptance of such superseding agreement. Upon termination of this EULA, Licensee must cease all use of the Software and destroy all copies, full or partial, of the Software.
- 9. DISCLAIMER OF WARRANTY. UNLESS SEPARATELY STATED IN A WRITTEN EXPRESS LIMITED WARRANTY, ALL SOFTWARE PROVIDED BY DXC IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND FROM DXC, EITHER EXPRESS OR IMPLIED. TO THE FULLEST

EXTENT POSSIBLE PURSUANT TO APPLICABLE LAW. DXC DISCLAIMS ALL WARRANTIES EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY OR WORKMANLIKE EFFORT, FITNESS FOR A PARTICULAR PURPOSE. RELIABILITY OR AVAILABILITY, ACCURACY, LACK OF VIRUSES, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS OR OTHER VIOLATION OF RIGHTS. DXC DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. TO THE EXTENT THAT THE SOFTWARE COVERED BY THIS EULA INCLUDES EMULATION LIBRARIES, SUCH EMULATION LIBRARIES DO NOT WORK 100% CORRECTLY OR COVER 100% OF THE FUNCTIONALITY BEING EMULATED. ARE OFFERED "AS IS" AND WITH ALL FAULTS. AND ALL THE DISCLAIMERS AND LIMITATIONS CONTAINED IN THIS PARAGRAPH AND THIS EULA APPLY TO SUCH EMULATION LIBRARIES. SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OR LIMITATIONS OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO LICENSEE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY LICENSEE FROM DXC OR ITS AFFILIATES SHALL BE DEEMED TO ALTER THIS DISCLAIMER BY DXC OF WARRANTY REGARDING THE SOFTWARE, OR TO CREATE ANY WARRANTY OF ANY SORT FROM DXC.

- THIRD-PARTY APPLICATIONS. Certain third-party applications may be included with or downloaded with this Software. DXC makes no representations whatsoever about any of these applications. Since DXC has no control over such applications, Licensee acknowledges and agrees that DXC is not responsible for such applications. Licensee expressly acknowledges and agrees that use of third-party applications is at Licensee's sole risk and that the entire risk of unsatisfactory quality, performance, accuracy and effort is with Licensee. Licensee agrees that DXC shall not be responsible or liable, directly or indirectly, for any damage or loss, including but not limited to any damage to or loss of data, caused or alleged to be caused by, or in connection with, use of or reliance on any such third-party content, products, or services available on or through any such application. Licensee acknowledges and agrees that the use of any third-party application is governed by such third-party application provider's Terms of Use, License Agreement, Privacy Policy, or other such agreement and that any information or personal data Licensee provides, whether knowingly or unknowingly, to such third-party application provider, will be subject to such third-party application provider's privacy policy, if such a policy exists. DXC DISCLAIMS ANY RESPONSIBILITY FOR ANY DISCLOSURE OF INFORMATION OR ANY OTHER PRACTICES OF ANY THIRD-PARTY APPLICATION PROVIDER. DXC EXPRESSLY DISCLAIMS ANY WARRANTY REGARDING WHETHER LICENSEE'S PERSONAL INFORMATION IS CAPTURED BY ANY THIRD-PARTY APPLICATION PROVIDER OR THE USE TO WHICH SUCH PERSONAL INFORMATION MAY BE PUT BY SUCH THIRD-PARTY APPLICATION PROVIDER.
- 11. LIMITATION OF LIABILITY. DXC WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THE USE OR THE INABILITY TO USE THE SOFTWARE OR ANY THIRD-PARTY APPLICATION, ITS CONTENT OR FUNCTIONALITY, INCLUDING BUT NOT LIMITED TO DAMAGES CAUSED BY OR RELATED TO ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, FAILURE TO CONNECT, NETWORK CHARGES, IN-APP PURCHASES, AND ALL OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES EVEN IF DXC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS OR

LIMITATIONS MAY NOT APPLY TO LICENSEE. NOTWITHSTANDING THE FOREGOING, DXC'S TOTAL LIABILITY TO LICENSEE FOR ALL LOSSES, DAMAGES, CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO THOSE BASED ON CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF LICENSEE'S USE OF THE SOFTWARE OR THIRD-PARTY APPLICATIONS, OR ANY OTHER PROVISION OF THIS EULA, SHALL NOT EXCEED THE FAIR MARKET VALUE OF THE SOFTWARE LICENSE OR AMOUNT PURCHASER PAID SPECIFICALLY FOR THE SOFTWARE LICENSE. THE FOREGOING LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS (INCLUDING SECTIONS 11, 12, 13, 14 AND 18) SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

- 12. INJUNCTIVE RELIEF. Licensee acknowledges that, in the event Licensee breaches any provision of this EULA, DXC will not have an adequate remedy in money or damages. DXC shall therefore be entitled to seek to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request without posting bond. DXC's right to obtain injunctive relief shall not limit its right to seek further remedies.
- 13. MODIFICATION. No modification of this EULA 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. Continued usage of the Software shall, following modification to the updated EULA, constitute consent to be bound by the updated terms.
- 14. U.S. GOVERNMENT END USERS RESTRICTED RIGHTS. This provision only applies to U.S. Government end users. The Software is a "commercial item" as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software is distributed and licensed to U.S. Government end users (a) only as a commercial item, and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.
- 15. APPLICABLE LAW. This EULA shall not be governed by the UN Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.