

End User License Agreement

Last updated September 2020

This End User License Agreement and the Third Party Software Components (Appendix A) (collectively, “Senzing EULA”), govern the use of the entity resolution and relationship awareness engine in Object Code format that accompanies this Senzing EULA and that is owned or licensable by Senzing, Inc. (“Licensor”), including any updates that Licensor may choose to provide (collectively, “Licensor Software”), with such use being solely by the person or entity (“you” or “your”) that has agreed with the terms of this Senzing EULA.

IF YOU DO NOT AGREE WITH THE TERMS OF THIS SENZING EULA, YOU MUST NOT USE THE SOFTWARE. YOU HEREBY REPRESENT TO LICENSOR THAT YOU ARE A NATURAL PERSON, YOU ARE OVER EIGHTEEN (18) YEARS OF AGE, THAT YOU MAY LEGALLY ENTER INTO THIS AGREEMENT, AND THAT YOU AGREE WITH ALL THE TERMS OF THIS SENZING EULA.

1. GRANT OF LICENSE.

1.1 Licensor Software Packages. When you enter into this Senzing EULA, you have the opportunity to select a particular Licensor Software package (each, a “Licensor Software Package”) as provided below, subject to the limitations described therein

- A. Senzing App License; or
- B. Senzing API License.

The term of this Senzing EULA (“Term”) shall commence on the date the Licensor Software is delivered and shall remain in effect for the subscription period set forth in the corresponding Licensor Software Package you selected, subject to earlier termination as set forth in SECTION 5 (“TERMINATION”).

1.2 Senzing App License. If you have selected a “Senzing App License” pursuant to Subsection 1.1 (“Licensor Software Packages”) above, then subject to all other terms of this Senzing EULA, Licensor hereby grants you a nonexclusive, non-transferable license (without the right to grant sublicenses) to use the Licensor Software solely as follows: (i) solely for the license period designated therein, subject to SECTION 5 (“TERMINATION”); (ii) solely for one (1) Concurrent User; (iii) solely for up to the number of DSRs designated therein; and (iv) solely for any internal productive use or externally-focused products and services. You understand and agree that this Senzing App License does not include any right to distribute Licensor Software, and that in all cases Licensor Software must be installed and used solely on hardware owned or controlled by you. You understand and agree that Senzing App Licenses may have automatic timers or “time bombs,” and therefore may automatically cease to function after the end of the corresponding license period but paid for Senzing App Licenses shall be subject to at least a thirty (30) day “grace period” providing a margin beyond the permitted time period. You also understand and agree that Senzing App Licenses have DSR limiters but paid for Senzing App Licenses shall be subject to at least a ten percent (10%) “buffer” providing a margin over the permitted volume of DSRs.

1.3 Senzing API License. If you have selected a “Senzing API License” pursuant to Subsection 1.1 (“Licensor Software Packages”) above, then subject to all other terms of this Senzing EULA, including without limitation your obligation to make timely payment to Licensor, Licensor hereby grants you a nonexclusive, non-transferable license (without the right to grant sublicenses) to use the Licensor Software solely as follows:

A. **Senzing API Non-Production License.** (i) solely for the license period designated therein, subject to SECTION 5 (“TERMINATION”); (ii) solely for up to the number of DSRs designated therein; and (iii) solely for non-productive use in order to integrate and test the Licensor Software for future productive use (e.g., in your production environment). You understand and agree that Senzing API Non-Production Licenses may have automatic timers or “time bombs,” and therefore may automatically cease to function after the end of the corresponding license period but paid for Senzing API Non-Production Licenses shall be subject to at least a thirty (30) day “grace period” providing a margin beyond the permitted time period. You also understand and agree that Senzing API Non-Production Licenses have DSR limiters but paid for Senzing API Non-Production Licenses shall be subject to at least ten percent (10%) “buffer” providing a margin over the permitted volume of DSRs.

B. Sensing API Production License. (i) solely for the license period designated therein, subject to SECTION 5 (“TERMINATION”); (ii) solely for up to the number of DSRs designated therein; (iii) for use in one (1) and only one (1) project whether this be an internal project (e.g., servicing your employees) or an externally-focused project (e.g., delivering a service to your customers); and (iv) for any internal productive use or externally-focused products and services, so long as the Licensor Software shall be combined with additional material functionality when provided to your customers (i.e., you shall not use the Licensor Software to provide data-matching, data quality, data wrangling or “Extract, Transform and Load” (“ETL”) stand-alone products or services). You understand and agree that this Sensing API Production License does not include any right to distribute the Licensor Software, and that in all cases Licensor Software must be installed and used solely on hardware owned or controlled by you. You understand and agree that Sensing API Production Licenses may have automatic timers or “time bombs,” and therefore may automatically cease to function after the end of the corresponding license period but shall be subject to at least a ninety (90) day “grace period” providing a margin beyond the permitted time period. You also understand and agree that Sensing API Production Licenses have DSR limiters but shall be subject to at least a ten percent (10%) “buffer” providing a margin over the permitted volume of DSRs. In addition, if you have selected a paid for annual Sensing API Production License, then each such License comes with three (3) years of “price protection,” meaning that if Licensor increases its list price as reflected on Licensor’s website, any such price increase will not affect you for three (3) years from the date upon which such list price was updated. You may copy, install, and use the Licensor Software at no additional charge for the following purposes: for testing, developing, training, archiving, back-up, and for maintaining and performing disaster recovery testing and actual disaster recovery operation (including, loading of the Licensor Software on a hot back-up or disaster recovery site), regardless of the environment utilized. Such uses shall not independently exceed the Sensing API Production License limitations.

1.4 License Rights and Restrictions. The license granted in this SECTION 1 (“GRANT OF LICENSE”) is subject to the following: (a) you shall not allow any third party to access, use or copy the Licensor Software; (b) you shall not adapt, alter, modify, translate or create derivative works of the Licensor Software or documentation, or create any unauthorized copies thereof; (c) you shall not cause or permit use of the Licensor Software for unlawful purposes which would constitute a felony or crime or violate fundamental human rights guaranteed under the United Nations Universal Declaration of Human Rights; (d) you shall not cause or permit reverse

assembling, reverse compiling, translating or otherwise attempting to discover the Source Code from all or any portion of the Licensor Software, except as permitted by the national or regional law of the places where you do business (without the opportunity for contractual waiver), and then only with respect to the particular copy of Object Code incorporated into that Licensor Software; (e) you shall not copy any ideas, features, functions or graphics of the Licensor Software; (f) you shall not delete, remove or modify any patent, copyright, trademark or other proprietary rights notices which appear on or in the Licensor Software or documentation; (g) you shall not assign, sublicense, distribute, lease, rent or otherwise transfer the Licensor Software in a manner inconsistent with the rights and restrictions set forth herein; and (h) third party software component limitations described in Section 1.9 (“THIRD-PARTY SOFTWARE COMPONENT LIMITATIONS”).

1.5 Delivery. Licensor shall deliver the Licensor Software to you via download. Licensor Software is deemed accepted by you upon delivery, but subject to the warranty provisions of this Senzing EULA.

1.6 Audits. Unless you have entered into license terms permitting unlimited DSRs, then upon reasonable notice from Licensor during the Term and for six (6) months thereafter, you agree to permit Licensor or its representatives to audit and obtain copies of your written and electronic records regarding your use of the Licensor Software. Any such audit will take place only during normal business hours. In conducting such audit, Licensor and its representatives shall comply with your commercially reasonable internal security measures. Where legal requirements do not allow such audit by Licensor or its representatives, however, you hereby agree to conduct such audit yourself in the form of a self-assessment under Licensor’s direction (and to provide Licensor the foregoing copies). Any such audits shall not be conducted more than on a quarterly basis. Where any such audit reveals any underpayment to Licensor, you shall pay such underpaid amount upon notice from Licensor.

1.7 Functionality. With respect to any use of the Licensor Software, you agree to independently confirm that the Licensor Software is suitable for use in your business and for your business purposes. You acquire no rights or licenses in the Licensor Software except those expressly granted herein. You hereby acknowledge that the Licensor Software is the confidential information of Licensor.

1.8 Third Party Software Sublicenses. The Licensor Software licensed to you may contain material provided by a third party (“Sublicensed Software” provided to Licensor by a “Provider of Sublicensed Software”). Accordingly, the parties agree that: (a) Licensor Software is licensed,

not sold, and except for the license granted herein above, neither the Provider of Sublicensed Software nor Licensor passes any right, title or interest in or to the Sublicensed Software to you; (b) any warranties provided under this Senzing EULA are provided solely by Licensor and not by any Provider of Sublicensed Software; (c) the obligations described in SECTION 3 (INDEMNITY) and SECTION 4 (LIMITED WARRANTY AND DISCLAIMER) shall not apply to the Providers of Sublicensed Software; (d) the protections and limitations described in SECTION 4 (LIMITED WARRANTY AND DISCLAIMER) and SECTION 6 (LIMITATION OF LIABILITY) apply to Providers of Sublicensed Software to the same extent such provisions apply to Licensor; and (e) each Provider of Sublicensed Software is an intended third-party beneficiary of the Senzing EULA and any rights of indemnification.

1.9 Third Party Software Component Limitations. Components of third party software as described in Appendix A (“Third Party Software Components”) may not be: (a) used for any purpose other than to enable any application you create; (b) copied (except for backup purposes); (c) further distributed or transferred; or (d) reverse assembled, reverse compiled, or otherwise translated except as specifically permitted by law and without the possibility of contractual waiver.

2.RESTRICTIONS ON BENCHMARKS. You may not use the Licensor Software without Senzing’s prior written consent for publishing performance information or comparisons, except to the extent that such activity is specifically permitted by law.

3. INDEMNITY.

3.1 Application. If you have selected a paid for License, the following applies to you:

A. Licensor shall defend, indemnify, and hold you harmless from and against any claims, damages, losses, costs, and expenses, including reasonable attorneys’ fees, arising out of any action by a third party that is based upon a claim that the Licensor Software as provided by Licensor directly infringes or otherwise directly violates the intellectual property rights of any person or entity.

B. If your use of the Licensor Software is held to constitute direct infringement and is enjoined by a court of competent jurisdiction, Licensor may at its option and expense: (i) procure for you

the right to continue using the Licensor Software; or (ii) replace or modify the same with Software that is non-infringing and provides equivalent functionality acceptable to you.

C. Licensor's obligation to indemnify you under this SECTION 3 ("INDEMNITY") shall not apply if the alleged infringement is based upon your unauthorized modification of the Licensor Software or the use of the Licensor Software in combination with other software or devices, where such combination caused the infringement and where infringement would not have occurred from your use of the Licensor Software alone.

3.2 Limitation. The foregoing states Licensor's sole liability and your sole remedy for any claim of intellectual property infringement, misappropriation or similar claims.

4. LIMITED WARRANTY AND DISCLAIMER.

4.1 Open Source Warranty. Licensor hereby warrants to you that the Licensor Software, as delivered by Licensor, does not contain any software licensed under an agreement that requires you to do any of the following as a condition of use of the Licensor Software itself or of other software incorporated into, derived from or distributed with the Licensor Software (each an "OSS Program"): (a) make available any Source Code, Object Code or design information regarding an OSS Program; (b) grant any permission to create modifications to or derivative works of an OSS Program; or (c) grant any royalty-free licenses under your intellectual property rights in and to an OSS Program. Licensor further represents and warrants that it will not, via an update or otherwise, incorporate any OSS Program into any version of the Licensor Software in a manner that is inconsistent with the terms of this Senzing EULA.

4.2 Performance Warranty. Licensor hereby warrants to you that the Licensor Software will conform in ordinary use to Licensor's published specifications. In the event of a breach of the foregoing warranty, Licensor shall correct any corresponding defect in the Licensor Software and provide corrected Licensor Software to you promptly. If Licensor is unable to do so, you may terminate your license, and cease all use of the Licensor Software, and in such case Licensor shall refund to you upon your request any prepaid and unused fees under your corresponding license for such Licensor Software. The foregoing states Licensor's sole liability and your sole remedy for breach of this performance warranty or any defects in the Licensor Software.

4.3 **Right to Grant License.** Licensor hereby warrants to you that it has the right to grant the license under this Senzing EULA.

4.4 **Disclaimer.** OTHER THAN AS STATED IN THIS SECTION 4 (“LIMITED WARRANTY AND DISCLAIMER”) AND AS OTHERWISE PROVIDED BY LAW, THE SOFTWARE AND ALL OTHER ITEMS AND SERVICES ARE PROVIDED ON AN “AS IS” BASIS, WITHOUT WARRANTY. IN PARTICULAR, ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT ARE EXPRESSLY EXCLUDED. YOU SHALL NOT HAVE THE RIGHT TO MAKE OR PASS ON, AND SHALL TAKE ALL MEASURES NECESSARY TO ENSURE, THAT NEITHER YOU NOR ANY OF YOUR SUBSIDIARIES, AGENTS OR EMPLOYEES SHALL MAKE OR PASS ON, ANY EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION ON BEHALF OF LICENSOR OR ANY PROVIDER OF SUBLICENSED SOFTWARE.

5. TERMINATION.

5.1 **Termination for Material Breach.** Termination for Material Breach. Licensor may terminate this Senzing EULA immediately upon written notice for your material breach, which material breach has remained uncured for a period of ten (10) days from the date of delivery of written notice thereof to you.

5.2 **Effect.** In the event of any expiration or termination of this Senzing EULA as hereinabove provided, all corresponding licenses granted by Licensor hereunder shall immediately terminate, and you shall immediately return to Licensor all material belonging to Licensor and you shall promptly certify to Licensor in writing that you have done so.

6. LIMITATION OF LIABILITY.

6.1 **Statement.** OTHER THAN AS TO THE DAMAGES ARISING UNDER THE INDEMNITY OBLIGATION HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS OR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING DIRECT AND INDIRECT LOST PROFITS) REGARDLESS OF

THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE, STRICT PRODUCT LIABILITY OR OTHERWISE), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES UNDERSTAND AND AGREE THAT LICENSOR'S INDEMNITY OBLIGATIONS UNDER THIS SENZING EULA SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY YOU TO LICENSOR IN THE ONE (1) YEAR PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO SUCH OBLIGATION. SUBJECT TO THE FOREGOING, OTHER THAN FOR ANY EXCEEDING OF THE SCOPE OF THE LICENSE GRANTED HEREIN OR BREACH OF CONFIDENTIALITY OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY'S TOTAL LIABILITY UNDER THIS SENZING EULA EXCEED ONE THOUSAND DOLLARS (\$1,000).

6.2 False Positives and False Negatives. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SENZING EULA, IN NO EVENT SHALL SENZING HAVE ANY LIABILITY FOR RESULTS OF THE USE OF THE SOFTWARE THAT PRODUCE, IN WHOLE OR IN PART, A: (i) FALSE INDICATION OF A POSITIVE RESULT, WHERE A NEGATIVE RESULT IS ACTUALLY CORRECT; OR (ii) FALSE INDICATION OF A NEGATIVE RESULT, WHERE A POSITIVE RESULT IS ACTUALLY CORRECT.

7. TAXES.

In addition to any other payments due under this Senzing EULA, you agree to pay, and to indemnify and hold Licensor harmless from, any sales, use, excise, import or export, value added, or similar tax or duty not based on Licensor's net income.

8. NO PUBLICITY.

Each party agrees that it shall not disclose the existence or terms of this Senzing EULA, or the nature of the business relationship between the parties, other than as required by law, without the prior, written permission of the other party.

9. SURVIVAL.

In the event of any expiration or termination of this Senzing EULA, the provisions of Subsection 1.8 (“Third Party Sublicenses”), Subsection 3.2 (“Limitation”), Subsection 4.4 (“Disclaimer”), Subsection 5.2 (“Effect”), SECTION 6 (“LIMITATION OF LIABILITY”), SECTION 7 (“TAXES”), SECTION 8 (“NO PUBLICITY”), SECTION 9 (“SURVIVAL”), SECTION 10 (“GENERAL”) and SECTION 11 (“DEFINITIONS”) shall survive and shall continue to bind the parties.

10. GENERAL.

10.1 Law and Jurisdiction. This Senzing EULA shall be governed in all respects by the laws of the United States of America and the State of Delaware without regard to conflicts of law principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

10.2 Attorneys’ Fees. In the event any proceeding or lawsuit is brought by Licensor or you in connection with this Senzing EULA, the prevailing party in such proceeding shall be entitled to receive its costs, expert witness fees and reasonable attorneys’ fees, including costs and fees on appeal as permitted by applicable law.

10.3 Notices. All notices permitted or required under this Senzing EULA shall be emailed with return receipt requested.

10.4 No Agency. Nothing contained herein shall be construed as creating any agency, partnership or other form of joint enterprise between the parties.

10.5 Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages or any other cause which is beyond the reasonable control of such party.

10.6 Waiver. The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

10.7 Severability. In the event that any provision of this Senzing EULA shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Senzing EULA unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

10.8 Headings. The section headings appearing in this Senzing EULA are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such section or in any way affect this Senzing EULA.

10.9 Assignment. Either party may, upon notice, assign this Senzing EULA in whole in the course of any merger, acquisition, sale of equity or assets or similar transaction.

10.10 Third Party Rights. This Senzing EULA does not confer any rights on any person or party (other than the parties to this Senzing EULA and where applicable, their successors and permitted assigns) pursuant to the U.K. Contracts (Rights of Third Parties) Act 1999.

10.11 Entire Agreement. This Senzing EULA completely and exclusively states the agreement of the parties regarding its subject matter. This Senzing EULA supersedes, and its terms govern, all prior proposals, agreements, or other communications between the parties, oral or written, regarding such subject matter. This Senzing EULA shall not be modified except by a subsequently dated written amendment or exhibit signed on behalf of Licensor and you by their duly authorized representatives. Any purported oral modification of this Senzing EULA shall have no effect.

11. DEFINITIONS.

- “Concurrent Users” shall mean human beings running any component of the Licensor Software at the same time.
- “DSRs” shall mean data source records (e.g. the number of records in a customer database each with a distinct customer number).
- “Licensor Software” shall have the meaning assigned to it in the first paragraph of this Senzing EULA.
- “Licensor Software Package” shall have the meaning assigned to it in Subsection 1.1 (“Licensor Software Packages”).
- “Object Code” shall mean computer software compiled in binary machine-readable form and those associated human readable files that are customarily distributed with executable files, such as user configurable Source Code (e.g., C++ headers, shell scripts), user documentation, notices, and other end-user materials. Object Code does not include the form of computer software that is used by programmers to create or edit software.

- “OSS Program” shall have the meaning assigned to it in Subsection 4.1 (“Open Source Warranty”).
- “Providers of Sublicensed Software” shall have the meaning assigned to it in Subsection 1.8 (“Third Party Sublicenses”).
- “Software” shall have the meaning assigned to it in the first paragraph of this Agreement.
- “Software Package” shall have the meaning assigned to it in Subsection 1.1 (“Software Packages”).
- “Source Code” shall mean a collection of computer programming statements or declarations written in a human-readable form that does not include software that is in Object Code form.
- “Sublicensed Software” shall have the meaning assigned to it in Subsection 1.8 (“Third Party Sublicenses”).
- “Term” shall have the meaning assigned to it in Subsection 1.1 (“Licensor Software Packages”).

Please direct any questions or comments about the Licensor Software to: Senzing, Inc. at support@senzing.com.

SENZING is a registered trademark of Senzing, Inc. and may not be used without prior written permission.

Appendix A

Third Party Software Components

Components of third party software for purposes of Section 1.9 consist of the following program and supporting programs:

1. Program:

IBM Data Server Runtime Client

2. Supporting Programs:

IBM Data Server Driver for JDBC and SQLJ

IBM Data Server Drivers for ODBC and CLI

IBM Global Security Toolkit