End User License Agreement

THIS SOFTWARE LICENSE AND SERVICES AGREEMENT ("AGREEMENT") IS A LEGAL AGREEMENT BETWEEN YOU, THE CUSTOMER ("CUSTOMER") AND CDATA SOFTWARE, INC., A NORTH CAROLINA LIMITED LIABILITY CORPORATION, WITH ITS PRINCIPAL PLACE OF BUSINESS AT 101 EUROPA DRIVE, SUITE 110, CHAPEL HILL, NORTH CAROLINA 27517 USA AND ITS AFFILIATES, SUCCESSORS AND ASSIGNS ("LICENSOR"). CUSTOMER'S ADDRESS SHALL BE EITHER THE ADDRESS STATED IN THE SIGNATURE BLOCKS BELOW (IF THIS AGREEMENT IS SIGNED BY CUSTOMER) OR ON THE LICENSOR ORDER FORM INTO WHICH THIS AGREEMENT IS INCORPORATED BY REFERENCE. LICENSOR AND CUSTOMER SHALL BE REFERRED TO COLLECTIVELY AS "PARTIES" OR INDIVIDUALLY AS "PARTY". NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN EXPRESSED, AND OTHER TRUE AND VALUABLE CONSIDERATION, THE RECEIPT AND ADEQUACY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS.

1.1 "Affiliate" means an entity that owns or controls, is owned or controlled by, or is under common control or ownership with a Party, where "control" is the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

1.2 "Application" means any application, program or other software that Customer develops using the Software. An Application must represent a significant functional and value enhancement to the Software such that the primary reason for a Customer to license the Application is other than the right to receive a license to the Software included in the Application.

1.3 "Authorized User" means one named person, employee, contractor or temporary worker authorized to Use the Licensor Products for personal use or while performing duties within the scope of their employment or assignment.

1.4 "Change of Control" of Customer means a transaction or series of transactions (a) pursuant to which Control (defined below) of Customer is acquired by persons or entities other than those who Control Customer on the Effective Date of this Agreement, or (b) resulting in the sale of all or substantially all of Customer's assets.

1.5 "Cloud Services" means the proprietary Licensor web-based software as a service that may be set forth on an Order Form and subsequently made available by Licensor via a customer login

link at a web page designated by Licensor including any client software to which Customer is given access in connection with such service, as described in the Documentation.

1.6 "Confidential Information" means all information which the Disclosing Party protects against unrestricted disclosure to others, furnished by the Disclosing Party to the Receiving Party (the party disclosing such Confidential Information being the "Disclosing Party" and the party receiving such Confidential Information being the "Receiving Party") in connection with this Agreement that (a) the Disclosing Party designates as confidential at the time of disclosure or (b) should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure, including but not limited to, pricing terms and any information (including benchmark results) that is related to: the Cloud Services, Professional Services, Software, and Support and Maintenance and the content of this Agreement.

1.7 "Control" means the power to direct or cause the direction of the affairs of an entity whether by means of direct or indirect ownership of fifty percent (50%) or more of the voting rights or similar rights of ownership or by means of having the power to direct the management or directors whether conferred by constitutional documents, shareholder agreement or other document regulating the affairs of an entity.

1.8 "Core" means a core of a CPU made up of an independent processor combined onto a single integrated circuit or silicon chip, in both virtualized and/or non-virtualized environments, and regardless of whether used in a Production or Non-production environment.

1.9 "Customer Data" means electronic data submitted by Customer to the Cloud Services or created by Customer in the course of using the Cloud Services.

1.10 "Derivative Work" means a work which is based upon one or more pre-existing copyrightable works such as a revision, modification, translation, abridgment, compilation, condensation or expansion or any other form in which such pre-existing work may be recast, transformed, or adapted, and which, if prepared without the consent of the author of the pre-existing work, would be a copyright infringement.

1.11 "Desktop/Workstation" means a single physical machine, including but not limited to a personal computer, workstation, laptop computer, desktop computer or mobile device, specifically excluding a Server, on which the Software is loaded or executed, that is operated, either attended or via remote access, by one person at a time, and cannot be used by more than one person, directly or indirectly, simultaneously.

1.12 "Documentation" means printed materials and "online" or electronic documentation relating to the Software provided under this Agreement.

1.13 "Developer" means any named identifiable individual person, not necessarily named at the time of a license grant, regardless of whether or not the individual is actively using the Software at any given time, designated by Customer to do any of the following: (a) build, compile, assemble, test or otherwise cause to be executed any application programs that rely on the Software as a component; (b) use or execute any Software programs for development, testing, or

support purposes; (c) package or otherwise prepare Software components for redistribution as part of another program or application; or (d) have possession of any Software resources or files for any purposes other than archiving.

1.14 "Licensor Products" means collectively the Cloud Services, Professional Services, Software, and Support and Maintenance.

1.15 "Machine" means an attended or remotely controlled computer where the Software is loaded, that is operated by no more than one person at a time.

1.16 "Maintenance" means new releases of the Software where the number to the left of the first "." in the product designation is changed by Licensor (e.g. "16.0.6360.0" is changed to "17.0.6360.0") and all minor successor upgrades, revisions, patches, enhancements, fixes, modifications, additions or maintenance releases of the Software where any number to the right of the first "." in the product designation is changed by Licensor (e.g. "16.0.6355.0" is changed to "16.0.6360.0").

1.17 "Materials" means any deliverables, Object Code, or other items provided by Licensor in connection with the provision of Professional Services.

1.18 "New Release" means new releases of the Software where the number to the left of the first "." in the product designation is changed by Licensor (e.g. "16.0.6360.0" is changed to "17.0.6360.0") if any, licensed to Customer by the Licensor.

1.19 "Non-Commercial" means any Use of the Software which (a) is not undertaken for profit; (b) is not intended to produce software, works, services, or data for commercial use; or (c) is neither conducted, or funded, by a person or an entity engaged in the commercial use, application, development or exploitation of works similar to the Software.

1.20 "Non-Production" means a non-operational environment into which the Software may be installed, which is not processing live data, which is not running any operations of the Customer and which has not been deployed to permit any users to access live data. Non-Production environments include development and test environments.

1.21 "Object Code" shall mean computer programs assembled or compiled in magnetic or electronic binary form on software media, which are readable and usable by machines, but not generally readable by humans without reverse-assembly, reverse-compiling, or reverse-engineering.

1.22 "Open Source Viral License Terms" means terms in any software license which require, as a condition of use, modification and/or distribution of such software or other software incorporated into, derived from or distributed with such software (a "Work"), any of the following: (a) the making available of source code or design information regarding the Work; (b) the granting of permission for creating derivative works regarding the Work; or (c) the granting of a royalty-free license to any party under intellectual property rights regarding the Work.

1.23 "Order Form" means a Licensor standard ordering document (including online purchasing webpage) referencing this Agreement and reflecting the Licensor Products purchased by Customer.

1.24 "Product Key" means a unique key-code that enables Customer to Use the Software. Only Licensor and or its authorized representatives are permitted to produce Product Keys for Software.

1.25 "Production" means an operational environment into which the Software has been installed, which is processing live data and which has been deployed so that the intended users of the environment are able to access the live data. Production environments include quality assurance, disaster recovery, failover, and high availability environments.

1.26 "Professional Services" means professional consulting services purchased by Customer in the applicable Order Form and SOW and relating to training, development and assistance with Software or Cloud Services.

1.27 "Server" means a physical or virtual machine which has a server operating system and/or where more than one person can simultaneously use the computer either by direct or remote access.

1.28 "Site" means the single physical location that corresponds to a single physical mailing address, where Customer's Developers are licensed to use the Software under Exhibit A as designated in the Order Form.

1.29 "Software" means the (a) the proprietary Licensor software application product that is deployed on Customer's premise and that are specified in an Order Form; and (b) all related Documentation for and any Support and Maintenance releases of the same Software.

1.30 "Source Code" shall mean the human-readable form of the computer programming code and related system documentation including all comments and any procedural code such as job control language.

1.31 "Subscription" means the Customer's right to Use the relevant Software or access the Cloud Services and Support and Maintenance on a subscription basis, as and to the extent listed herein and on an Order Form.

1.32 "Support" means the applicable technical support services provided for at the Licensor's website.

1.33 "Term" means the period commencing as of the Effective Date and expiring on the day that the last Subscription Term under this Agreement terminates.

1.34 "Update" collectively means all minor successor upgrades, revisions, patches, enhancements, fixes, modifications, additions or maintenance releases of the Software where any number to the right of the first "." in the product designation is changed by Licensor (e.g.

"16.0.6355.0" is changed to "16.0.6360.0), if any, licensed to Customer by the Licensor but does not include New Releases.

1.35 "Use" means to run, view, print, update, utilize, access, download, store, load, install, execute, display, or copy the Software into the memory of a computer or otherwise benefit from using the functionality of the Software in accordance with the Documentation.

2. SOFTWARE LICENSES; ACCESS TO CLOUD OFFERINGS. If and to the extent the relevant Order Form covers Software, then the terms and conditions of Attachment 1 to this Agreement shall govern Customer's access to and use of that Software. If and to the extent the relevant Order Form covers Cloud Services, then the terms and conditions of Attachment 2 to this Agreement shall govern Customer's access to and use of the Cloud Services.

3. OWNERSHIP.

3.1 Software and Cloud Services. Licensor and its suppliers have and will retain all right, title and interest in and to the Licensor Products and Documentation (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual property rights) and all copies, modifications and derivative works thereof. Customer acknowledges that it is obtaining only a limited license right to access and use (as the case may be) the Licensor Products and Documentation and that irrespective of any use of the words "purchase," "sale," or like terms hereunder no ownership rights are being conveyed to Customer under this Agreement or otherwise. In addition, Licensor will have a royalty-free, worldwide, irrevocable, perpetual license to use for any purpose any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Users, relating to the Licensor Products.

3.2 Professional Services Work Product. Customer shall have a license right to use or access any work product or Materials delivered as part of the Professional Services, solely for its internal business purposes and solely in connection with (as the case may be) the Software regarding which the Professional Services were commissioned. Other than the limited license described in the prior sentence, Licensor shall retain all right, title and interest in and to any such Materials and Professional Services work product and any derivative, enhancement or modification thereof and Customer maintains ownership of its Confidential Information.

4. FEES; PAYMENT TERMS; AUDIT

4.1 Fees; Payment Terms. Amounts due for any Licensor Products will either be payable immediately upon ordering any Licensor Products or may be invoiced and payable in accordance with the Order Form or SOW ("Fees")). All payments shall be made in the currency noted online or on the applicable Order Form or SOW within thirty (30) days of the applicable invoice. Customer shall be responsible for all taxes, withholdings, duties and levies arising from the order (excluding taxes based on the net income of Licensor). Except as set forth herein, Fees are non-refundable upon payment. Payments will be made without right of set-off or chargeback. Any late payments shall be subject to a service charge equal to 1.5% per month of the amount due or the maximum amount allowed by law, whichever is less. If payment of any Fee is overdue,

Licensor may also suspend provision of (as the case may be) any and all Licensor Products until such delinquency is corrected.

4.2 Audit. During the relevant Term and for one (1) year thereafter, Customer will maintain relevant records regarding Customer's activities under the Agreement, including the compliance with the license or access use terms applying to the Licensor Products and the calculation and payment of the Fees due under this Agreement. Upon Licensor's request, Licensor may require Customer to accurately complete a self-audit questionnaire in the form provided by Licensor. Also upon Licensor's request, Customer will make such records of Customer and its representatives available to an independent auditor under confidentiality with Customer, at Licensor's expense. All such records will be subject to Section 8 (Confidentiality). In the event any such audit reveals that Customer has underpaid Licensor by more than five percent (5%) for the period covered by the audit, then, shall pay Licensor the reasonable cost of the audit. In the event Licensor discovers that the use of any Licensor Products by Licensor or its Affiliates or any of its authorized third parties is not in compliance with the license terms herein, Customer shall be obligated to pay Licensor the applicable Fees due hereunder.

5. TERM AND TERMINATION.

5.1 Term and Termination. If Customer purchased a Subscription, the term of the subscription shall be twelve months from the Effective Date of this Agreement unless the Order Form states otherwise and the license for the Software or access to the Cloud Offering and this Agreement will terminate at the end of the Subscription Term unless it is renewed ("Subscription Term"). Each subsequent annual renewal Subscription Term will start on the day following the expiration of the previous Subscription Term regardless of the actual subscription renewal date. If Customer purchased a perpetual license to the Software, then unless terminated earlier herein, the Software license and this Agreement begins on the Effective Date and continues perpetually ("Perpetual Term"). Collectively or individually depending on Customer's purchase, the Subscription Term and the Perpetual Term may be referred to herein as the "Term". Customer may terminate this Agreement at any time by providing written notice to Licensor, however, Customer will remain liable for the full amount of Fees for the entire Term and Customer will not receive a refund of any Fees paid. If Customer's Subscription Term expires without renewal or otherwise terminates, then all Support and Maintenance shall cease, all licenses and/or access granted herein and this Agreement immediately terminates and at Licensor'ss request, Customer shall promptly destroy all copies of the Software and related documentation in Customer's possession or control. If at any time Customers fail to make timely payment of any applicable Fees due or use the Software in excess of Customer's purchased license but fail to timely notify Licensor of such excess use and purchase and pay for the additional licenses as required or otherwise breach any term or condition of this Agreement, then Licensor may, in addition to any other remedy to which it may be entitled, terminate Customer's license to the Software and/or access to the Cloud Services and any rights Customer may have to Support and Maintenance. Either Party may terminate this Agreement, effective immediately upon written notice, if the other party becomes the subject of a voluntary or involuntary petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, if that petition or proceeding is not dismissed with prejudice within sixty (60) days after filing. If Licensor is terminating the

license for cause, and Customer has acquired a Subscription, Customer remains liable for all unpaid Fees that are payable for the entire Subscription Term.

5.2 Effects of Termination. Upon expiration or termination of this Agreement for any reason: (a) any amounts owed to Licensor under this Agreement before such termination will be immediately due and payable; (b) Customer shall cease any and all use of the (as the case may be) Cloud Services, Software and/or Materials, and at Licensor'ss request destroy all copies of the latter and so certify to Licensor in writing; (c) each Party will destroy the Confidential Information of the other Party that it obtained during the course of this Agreement; and (d) at Licensor'ss request, Customer must certify in writing to Licensor that it has destroyed all Licensor Confidential Information.

5.3 Suspension of Cloud Services. In addition to its other rights under this Section 5, Licensor may suspend or terminate Customer's access to the Cloud Services upon written notice in order to: (a) prevent damage to or degradation of, the Cloud Services caused by Customer; or (b) comply with any law, regulation, court order, or other governmental request or order which requires immediate action. If suspended, Licensor will promptly restore use of the Cloud Services to Customer as soon as the event giving rise to the suspension has been resolved to Licensor's satisfaction.

5.4 Survival. Sections 1, 3, 4 (as long as Fees are due to Licensor), 5, 8, 10, 11, 12, 13 and 14 shall survive any termination or expiration of this Agreement.

6. SUPPORT AND MAINTENANCE. Subscription licenses to the Software include Maintenance and standard support services during the Subscription Term. Perpetual licenses to the Software include updates and standard support services. Customers may purchase an Annual Premium Support Agreement and/or Annual Maintenance Agreement as further described at Licensor'ss website.

7. PROFESSIONAL SERVICES. Licensor shall provide the Professional Services purchased in the applicable Order Form or SOW, as the case may be. Professional Services may be ordered by Customer pursuant to a SOW describing the work to be performed, fees and any applicable dependencies and other technical specifications or related information. Each SOW must be signed by both parties before Licensor shall commence work under such SOW. If the parties do not execute a separate Statement of Work, Professional Services shall be provided as stated on the Order Form.

8. CONFIDENTIAL INFORMATION. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information. The Receiving Party's non-disclosure obligation shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (iv) is independently developed by employees of the Receiving Party who had no access to such information; or (v) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply

with such regulation or order and with advance notice to the Disclosing Party). Each party will only disclose Confidential Information to its employees, agents, representatives and authorized contractors (collectively "Representatives") having a need to know for the purposes of this Agreement. Each party will notify and inform such Representatives of each party's limitations, duties, and obligations regarding use, access to, and nondisclosure of Confidential Information and will obtain or have obtained its Representatives' agreements to comply with such limitations, duties, and obligations with regard to such Confidential Information no less restrictive than those contained herein. Each party is liable for all acts and omissions of the Representatives related to the other party's Confidential Information. Each party agrees to give notice to the other party immediately after learning of or having reason to suspect a breach of any of the proprietary restrictions set forth in this Section. The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law.

9. PERSONAL DATA. For purposes of this Section, "Personal Data" means any information or data that is submitted by Customer or its Users to Licensor through the use of the Licensor website and any Licensor Products during the Term of this Agreement, and relates to an identified or identifiable natural person or data considered to be personal data as defined under Privacy Laws. "Privacy Laws" means any applicable law, statute, directive or regulation regarding privacy, data protection, information security obligations and/or the processing of Personal Data. Licensor shall have no liability to Customer for any breach of this Section resulting from Licensor's compliance with Customer's system configurations or instructions with respect to the Personal Data. Customer acknowledges that Licensor does not sell a data storage service. Customer retains responsibility for all data that Customer integrates through the Licensor Products, and Customer - not Licensor - is responsible for ensuring that the owners and or data subjects (to whom the data pertains) of any data transmitted by Customer have consented to the connections selected by Customer. Except as permitted herein or to the extent required by Privacy Laws or legal process, Licensor shall implement reasonable technical and organizational measures to prevent unauthorized disclosure of or access to Personal Data by third parties, and shall only store and process Personal Data as required to fulfill its obligations under this Agreement and any applicable SOWs or Order Forms. Licensor shall comply with all applicable laws to promptly notify Customer of any disclosure of or access to the Personal Data by a third party in breach of this Section and shall cooperate with Customer to reasonably remediate the effects of such disclosure or access. Licensor further affirms to Customer that it has adequate agreements in place with its sub-processors incorporating the EU standard contractual clauses for the transfer of Personal Data from the European Union ("EU") to a country outside the EU. Customer's exclusive remedy and Licensor's sole obligation for any breach of this Personal Data section shall be for Licensor to pay or reimburse Customer, up to the limit of liability set forth in Section 12 for (a) the reasonable costs of notification, credit monitoring, and call center support, each to the extent made necessary by the breach and required by applicable law and (b) any governmental fines assessed against Customer to the extent incurred as a result of the breach. Customer hereby (i) represents that it has the right to send the Personal Data to Licensor, and (ii) consents for Licensor to store and use the Personal Data for the sole purpose of performing its obligations under this Agreement and any applicable Order Forms. Customer agrees that

Personal Data consisting of Customer's (and third party user's or its User's) contact information (e.g., email addresses, names) provided as part of Customer's use of the Licensor website or configuration of the Licensor Products may be sent to Licensor's third party service providers as part of the provision of the Licensor Products. Customer understands that if Customer configures Licensor Products to move data from one point to another, that Customer is responsible to ensure that Customer is rightfully integrating data among connected systems, whether Customer transmits data outside of a particular cloud or system, outside of a particular geography, or otherwise. Customers are responsible to configure Licensor Products in a manner that best fits Customer's security needs. EU Customers can find a Licensor pre-signed Data Processing Addendum available on the Licensor website at https://www.cdata.com/company/legal/dpa/.

10. INDEMNIFICATION. Customer agrees to defend, indemnify and hold harmless Licensor, its suppliers and its authorized partners from and against liabilities, costs, damages and expenses (including settlement costs and reasonable attorney fees) arising from any claims from anybody that result from or relate to Customer and its third parties' use, reproduction or distribution of the Licensor Products or any permitted Applications herein.

11. DISCLAIMER OF WARRANTY. THE LICENSOR PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. LICENSOR AND ITS SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (1) ANY WARRANTY THAT THE LICENSOR PRODUCTS OR DOCUMENTATION ARE ERROR-FREE, ACCURATE OR RELIABLE OR WILL OPERATE WITHOUT INTERRUPTION OR THAT ALL ERRORS WILL BE CORRECTED OR WILL COMPLY WITH ANY LAW, RULE OR REGULATION (2) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AND (3) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. CUSTOMER ASSUME ALL RESPONSIBILITY FOR THE SELECTION OF THE LICENSOR PRODUCTS PROVIDED HEREUNDER TO ACHIEVE Customer's INTENDED RESULTS. ALL TRIAL VERSIONS, INCLUDING BUT NOT LIMITED TO FREE, TRIAL, BETA, OR NON-COMMERCIAL VERSIONS OF THE SOFTWARE ARE PROVIDED ON AN AS IS AND AS AVAILABLE BASIS, WITHOUT WARRANTIES OF ANY KIND, MAINTENANCE OR INDEMNITY OBLIGATION ON THE PART OF LICENSOR. If a jurisdiction applicable to this Agreement restricts the exclusion of certain implied warranties, limitations on how long an implied warranty may last, or the exclusion or limitation of incidental, consequential, or special damages: (A) each warranty which cannot be excluded is limited in time to sixty (60) days from the effective date of this Agreement; and (B) Licensor's total liability to Customer for breach of all such warranties are limited to the amount stated in Section 12 (Limitation of Liability).

12. LIMITATION OF LIABILITY. IF CUSTOMER SHOULD BECOME ENTITLED TO CLAIM DAMAGES FROM LICENSOR FOR ANY REASON (INCLUDING BUT NOT LIMITED TO THIRD PARTY INFRINGEMENT), LICENSOR WILL BE LIABLE ONLY FOR THE AMOUNT OF Customer's ACTUAL DIRECT DAMAGES, NOT TO EXCEED (IN THE AGGREGATE FOR ALL CLAIMS) THE FEES, IF ANY, CUSTOMER PAID TO

LICENSOR UNDER THIS AGREEMENT WITHIN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EARLIEST DATE ON WHICH THE ACT OR OMISSION GIVING RISE TO Customer's CLAIM OCCURRED OR SHOULD HAVE OCCURRED, AS APPLICABLE. THE PROVISIONS OF THIS AGREEMENT ALLOCATE THE RISKS BETWEEN CUSTOMER AND LICENSOR. THE FEES REFLECT THIS ALLOCATION OF RISK AND THE LIMITATIONS OF LIABILITY HEREIN. EACH EXCLUSION OR LIMITATION IS INTENDED TO BE A SEPARATE AND THEREFORE SEVERABLE EXCLUSION. THE PARTIES AGREE THAT THE LIMITATIONS SPECIFIED IN THIS SECTION 12 WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

13. EXCLUSION OF DAMAGES. UNDER NO CIRCUMSTANCES WILL LICENSOR BE LIABLE TO CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, MISREPRESENTATION AND OTHER CONTRACT OR TORT CLAIMS; LOST PROFITS; OR ANY DAMAGES RESULTING FROM LOSS OF DATA, SECURITY BREACH, PROPERTY DAMAGE, LOSS OF REVENUE, LOSS OF BUSINESS OR LOST SAVINGS), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE PERFORMANCE OF THE LICENSOR PRODUCTS OR OF ANY OTHER OBLIGATIONS RELATING TO THIS AGREEMENT, WHETHER OR NOT LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The limitations of liability set forth in Sections 12 and 13 will survive and apply notwithstanding the failure of any limited or exclusive remedy for breach of warranty set forth in this Agreement. The Parties agree that the foregoing limitations will not be read so as to limit any liability to an extent that would not be permitted under applicable law and specifically will not limit any liability for gross negligence, intentional tortious or unlawful conduct or damages for strict liability that may not be limited by law.

14. GENERAL.

14.1 Export Compliance. Customer acknowledges that the Licensor Products are subject to export restrictions by the United States government and import restrictions by certain foreign governments. Customer shall not and shall not allow any third-party to remove or export from the United States or allow the export or re-export of any part of the Licensor Products or any direct product thereof: (i) into (or to a national or resident of) any embargoed or terrorist-supporting country; (ii) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; (iii) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (iv) otherwise in violation of any export or import restrictions, laws or regulations of any United States or foreign agency or authority. Customer agrees to the foregoing and warrants that it is not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list.

14.2 Government End-Users. The Licensor Products and accompanying Documentation are deemed to be "commercial computer software" and "commercial computer software documentation", respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212(b), as applicable. Any use, modification, reproduction, release, performing, displaying or disclosing of the Licensor Products by the U.S. Government shall be governed solely by the terms of this Agreement. The Licensor Products were developed fully at private expense. All other use is prohibited. However, the terms and conditions of this Agreement shall not apply to any agency procuring this Software on behalf of the U.S. Government solely for the U.S. Government's use.

14.3 Independent Contractors. The Parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise, or agency between the Parties. Neither Party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

14.4 Assignment. Neither this Agreement, nor any right or obligation hereunder, may be assigned, transferred, delegated or subcontracted, by operation of law or otherwise, in whole or in part, by Customer without Licensor'ss prior written consent, such consent not to be unreasonably withheld. Due to the importance of Customer's ownership and management, a Change of Control of Customer shall be deemed an assignment of this Agreement. Subject to the foregoing, the provisions of this Agreement shall be binding upon and inure to the benefit of the parties, and their permitted successors and assigns. Any attempted assignment or transfer of this Agreement is in violation of this Section 14.4 is void. Licensor may assign its rights and obligations under this Agreement (in whole or in part) without Customer's consent.

14.5 Force Majeure. If during the Term of this Agreement, there occurs a Force Majeure Event (a fire, storm, flood, adverse weather conditions, explosions, acts of God, terrorism or the threat thereof, nuclear, chemical or biological contamination, compliance with any law, governmental controls, restrictions or prohibitions, general strikes, lockouts, industrial action or employment dispute, protests, public disorder, general interruptions in communications or power supply, failure or malfunction of computer systems or any other event or circumstance beyond the reasonable control of Licensor and not caused by Licensor) which prevents Licensor from performing under this Agreement, Licensor shall have the right, exercisable by written notice to Customer within five (5) business days of the date of the Force Majeure Event, to extend any period for Licensor'ss performance hereunder by a period of time equal to that time that Licensor reasonably anticipates that it will be unable to perform.

14.6 Severability. If a provision of this Agreement is deemed unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect.

14.7 Entire Agreement. This Agreement including any website links, Attachments, and Order Forms is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. No provision of any sales order, purchase order or other business form, including any electronic invoicing portals, RFP and vendor registration processes, employed by Customer will supersede the terms and conditions of this Agreement, and any such

document shall be for administrative purposes only and shall have no legal effect. Notwithstanding the foregoing, Licensor may, from time to time, update this Agreement with new releases of the Licensor Products and such version will then be applicable.

14.8 Notices. Any and all notices, requests, demands and other communications required or otherwise contemplated to be made under this Agreement shall be in writing and in English and shall be deemed to have been duly given (i) if delivered personally, when received; (ii) if transmitted by facsimile, upon receipt of a transmittal confirmation; (iii) if sent by certified mail, return receipt requested, postage prepaid, on the date indicated on the return receipt; (iv) if by international courier service, on the delivery date as may be confirmed to the sender by such courier service; or (v) if by E-mail, when the recipient, by an email sent to the email address for the sender as specified on the Order Form or by a notice delivered by another method in accordance with this section, acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this section. All such notices, requests, demands and other communications shall be addressed as specified on the Order Form.

14.9 Controlling Language. Regardless of any language into which this Agreement may be translated, the official, controlling and governing version of this Agreement shall be exclusively the English language version.

14.10 Aggregated Data. Licensor shall only collect anonymous and aggregate data regarding usage of the Licensor Products and not any personal or Customer Confidential Information or that of any of its users. Further, Licensor may use the anonymous and aggregated data collected for diagnostic, technical and related information, including non-personal information related to Customer's device, computer, system, application software, or peripherals to facilitate the provision of Support, Maintenance and compliance verification, and otherwise to improve the Licensor Products and delivery of related services.

14.11 Customer Acknowledgement. Customer agrees to be identified as a customer of Licensor, and agrees Licensor may refer to Customer by trade name and/or trademark (and such references shall in no case constitute an infringement of any such trade names or trademarks, as the case may be), whether standing alone, or as part of a list of customers of Licensor, at Licensor's choice; and further, Licensor may briefly describe Customer's business in Licensor's marketing materials, on Licensor's website, in public or legal documents, provided in each case, that any such description shall not include any information expressly identified by Customer as trade secret. Further, Customer agrees that Licensor can use the information provided during the purchase of the Licensor Products to deliver and confirm Customer's purchase or for other relevant purposes, as well as contact Customer again about other products, services, or offers. It is understood and agreed that the right and license to use Customer's trade name and/or trademark, as the case may be, is granted to Licensor solely for the purposes as set out in this Section 14.10.

ATTACHMENT 1

License Grant: Software

1. EVALUATION SOFTWARE. If Customer obtained a license to a trial, beta, or evaluation license of the Software ("Evaluation Version"), Licensor grants Customer a free-of-charge, non-transferable, non-sublicensable, non-exclusive right and license for one (1) Authorized User to Use one (1) copy of the Evaluation Version solely for non-production, non-commercial purposes to internally evaluate the Software to determine whether to purchase the Software. Customer may not download more than one (1) copy of the Evaluation Version of the Software unless otherwise authorized by Licensor. Customer may not use the Evaluation Version for any other purpose. Customer may only Use the Evaluation Version for thirty (30) days from the date Customer activates and/or registers via the Product Key, unless otherwise specified by Licensor in the Order Form ("Evaluation Period"). Unless Customer pays the applicable fee for the Software (and Licensor issues Customer a Product Key in exchange), the Evaluation Version of the Software may become inoperable and, in any event, Customer's right to Use the Evaluation Version Software automatically expires at the end of the Evaluation Period. Licensor may terminate Customer's license to the Evaluation Version Software upon written notice at any time for any reason and without liability of any kind. If Customer subsequently licenses a non-evaluation version of the Software, Customer's license to the Evaluation Version of the Software shall immediately terminate and Customer expressly agrees that, unless Customer has a separate signed license agreement governing Customer's use of the Software, this Agreement, and the terms and conditions herein, shall govern Customer's use of such non-evaluation version. Customer may not distribute Applications that use the Evaluation Version of the Software as a runtime component.

2. LICENSE GRANT. During the Term, subject to the Order Form and payment of fees, where applicable and the terms, conditions, and restrictions set forth in this Agreement, Customer's right to Use the specific version of the Software noted in the Product Key, Licensor grants Customer a worldwide, non-exclusive, non-transferable and non-assignable (except as otherwise expressly provided in this Agreement) right and license to install, access and Use the Software for Customer's internal business operations in accordance with the number and type of licenses set out below and the Order Form.

3. BACK-UP AND DOCUMENTATION COPY. Customer may make a reasonable number of copies of the Software for Non-Production purposes provided Customer reproduces all copyright and other proprietary notices that are on the original copy of the Software. Further, Customer may make a reasonable number of copies of the Software user documentation (i.e. manuals and installation guides) for its internal use in accordance with this Agreement, provided that Customer reproduces all copyright and other proprietary notices that are on the original copy of Software user documentation.

4. LICENSE RESTRICTIONS. Licensor reserves all rights not expressly granted to Customer in this Agreement. Without limiting the generality of the foregoing, Customer acknowledges that the Software contains trade secrets and subject to applicable laws, and unless expressly otherwise set forth in this Agreement, Customer will not: (a) modify, translate or create Derivative Works of the Software; (b) decompile, reverse engineer or reverse assemble any portion of the Software or attempt to discover any Source Code or underlying ideas or algorithms of the Software; (c) remove or alter any trademark, logo, copyright or other proprietary notices associated with the Software; (d) sell or license the Software as a stand-alone product; (e) use the Software to

develop any works which provide substantially the same functionality as the Software or enables building other software which would compete with the Software, including but not limited to, using a web service to call and/or expose the Software in non-compiled form. For the avoidance of doubt, all Applications must provide substantial additional functionality that is not available through the Software alone; (f) cause the Software or Application to be subject to any Open Source Viral License Terms; (g) publicize or otherwise disclose any results of benchmark tests run on the Software; and (h) cause or permit any other person or entity to do any of the foregoing, (i) the Software may not be used by Customer's Affiliated parties unless specifically authorized in an Order Form and (j) Bundle the Software in whole or in part with any other products, applications or extensions without Licensor's prior explicit written approval.

5. LICENSE TYPES.

The Software is offered in the following license types, which may be combined, pursuant to the specific grant and restrictions set forth below and noted on the Order Form. The following license types may also be available as Site licenses if noted on the Order Form.

5.1 Non-Commercial License. Subject to the Term specified in the Order Form and Customer's payment of license fees, Licensor grants Customer a non-transferable, non-sublicensable, non-exclusive, worldwide right and license to install and Use the specific version of the Software purchased solely for non-commercial purposes on one (1) Desktop/Workstation.

5.2 User License. Subject to the Term specified in the Order Form and Customer's payment of license fees, Licensor grants Customer a non-transferable, non-sublicensable, non-exclusive, worldwide right and license for one (1) User to install and Use the specific version of the Software purchased on any number of Desktop/Workstation(s) owned or controlled by Customer, for internal purposes only. Twice per year, with approval from Licensor, a single Software license may be re-allocated to another User in the event that the original User is no longer employed by Customer or has been assigned to a new role where access to the Software will no longer be required on a permanent basis.

5.3 Development License. Subject to the Term specified in the Order Form and Customer's payment of license fees, Licensor grants Customer a non-transferable, non-sublicensable, non-exclusive, worldwide right and license for one (1) Developer to install and Use the specific version of the Software purchased on any number of Desktop/Workstations or Non-Production Servers owned or controlled by the named Developer for Non-Production purposes. For the avoidance of doubt, Customer is not granted any right to distribute or deploy any product, including but not limited to Application(s) which may be developed by or for Customer under this Software license. Twice per year, with approval from Licensor, a single Software license may be re-allocated to another Desktop/Workstations or Non-Production Server in the event that the original Desktop/Workstation or Non-Production Server is no longer functional.

5.4 Desktop/Workstation License. Subject to the Term specified in the Order Form and Customer's payment of license fees, Licensor grants Customer a non-transferable, non-sublicensable, non-exclusive, worldwide right and license to install and Use the specific version of the Software purchased on one (1) Desktop/Workstation for Production or Non-Production

purposes. Under this license grant the Software may not be installed or Used on a Server. Twice per year, with approval from Licensor, a single Software license may be re-allocated to another Desktop/Workstation in the event that the assigned Desktop/Workstation is no longer functional.

5.5 Server License. Subject to the Term specified in the Order Form and Customer's payment of license fees, Licensor grants Customer a non-transferable, non-sublicensable, non-exclusive, worldwide right and license to install and Use the specific version of the Software purchased on one (1) Server owned or operated by Customer for Production or Non-Production purposes. For the purposes of this license grant, Customer may Use the Software on one (1) Desktop/Workstation as a substitute for, and not in addition to, one (1) Server. For the avoidance of doubt, Customer is not granted any right to distribute or deploy any product, including but not limited to, Application(s) developed under this Server License without obtaining a separate license from Licensor. Twice per year, with approval from Licensor, a single Software license may be re-allocated to another Server in the event that the assigned Server is no longer functional. Notwithstanding anything in this EULA to the contrary, if Customer purchased BizTalk Standard: Customer may Use the Software solely with the Microsoft BizTalk® Standard Edition for Customer's internal data processing and computing needs.

6. PRODUCT SPECIFIC TERMS.

6.1 CData Oracle Driver. The CData Oracle Driver contains Oracle Instant Client libraries redistributed and licensed to Customers in compliance with and under the relevant terms of the Oracle Technology Network License located at https://www.oracle.com/technetwork/licenses/distribution-license-152002.html. Customers have no right to distribute the Oracle Instant Client libraries or its documentation without express permission from Oracle. Further, Oracle is a third party beneficiary of this Agreement solely as it pertains to the Oracle Instant Client libraries.

6.2 ADO.NET Providers. Per Developer License. Subject to Customer's payment of license fees, Licensor grants Customer a perpetual, non-transferable, non-sublicensable, non-exclusive, worldwide right and license for one (1) Developer to install and Use the specific version of the Software purchased on any number of Desktop/Workstations or Non-Production Servers owned or controlled by the named Developer in order to create, develop and test Applications; AND Royalty-Free Distribution License. Solely during the Subscription Term, subject to the Order Form and Customer payment of annual subscription license fees, Licensor grants Customer a non-transferable, non-sublicensable, non-exclusive, royalty-free worldwide right and license to distribute compiled desktop or mobile Applications developed by or for Customer, which use the Software as a run-time component, to internal Desktop/Workstations within Customer's organization or with mobile applications, without owing additional fees to Licensor. For the avoidance of doubt, if Customer is using the Software on a Server, please see Licensor about purchasing a Server license. Termination. Upon expiration or termination of this Agreement by Customer or by Licensor for cause or non-payment of renewal subscription license fees, Updates and New Releases shall cease and the Per Developer license grant set forth herein and any sublicenses to use the Software as a run-time component as part of Customer's Application granted by Customer to Customer's end users prior to expiration or termination shall survive,

however, the Royalty Free Distribution license grant herein will immediately terminate and Customer will immediately cease distributing or deploying Application(s).

ATTACHMENT 2

Grant of Access and Use: Cloud Services

1. PROVISIONING. Licensor will make the Cloud Services available to Customer pursuant to this Agreement and the relevant Order Form during the Subscription Term. Customer agrees that Customer's purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Licensor regarding future functionality or features. Subject to the terms and conditions of this Agreement in general and this Attachment 2 in particular, and the relevant Order Form(s), Licensor grants Customer a limited, worldwide, non-assignable and non-exclusive license during the relevant Subscription Term to access and use the Cloud Services. The foregoing access license is for the sole purpose of enabling Customer to use and enjoy the benefit of the Cloud Services as provided by Licensor, in the manner permitted by this Agreement.

2. SUBSCRIPTIONS; ACCOUNT LIMITATIONS. Cloud Services are purchased as Subscriptions and may be subject to account limitations as specified in the Order Form. Customer is responsible for using the Cloud Services in compliance with such account limitations.

3. RESTRICTIONS. Customer will not (i) permit any third party to access the Cloud Services except as permitted herein and in the relevant Order Form, (ii) create Derivative Works based on the Cloud Services, (iii) copy, frame or mirror any part or content of the Cloud Services, (iv) decompile, disassemble, translate, reverse engineer or otherwise attempt to derive Source Code from the Cloud Services, in whole or in part, nor will Customer use any mechanical, electronic or other method to trace, decompile, disassemble, or identify the Source Code of the Cloud Services or encourage or permit others to do so (except and only to the extent that applicable law prohibits or restricts reverse engineering restrictions), (v) access the Cloud Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Cloud Services, (vi) sell, resell, rent or lease the Cloud Services, (vii) use the Cloud Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights (or otherwise use the Cloud Services in violation of the Documentation or any Licensor Terms of Service or Privacy Policy), (viii) store or transmit virus or other malicious code through the Cloud Services, (ix) interfere with or disrupt the integrity or performance of the Cloud Services or data contained therein, or (x) attempt to gain unauthorized access to the Cloud Services or their related systems or networks. Customer acknowledges that Customer is solely responsible for complying with, and covenants to comply with, all laws applicable to Customer and to Customer's use of the Cloud Services, including without limitation all laws and regulations relating to the protection and non-disclosure of Customer Data. Without limiting the generality of the foregoing, the Customer is solely responsible for using the Cloud Services in compliance with, any applicable data privacy or personally identifiable information.

4. CLOUD SERVICE PROVIDER TERMS. Licensor uses the Microsoft Azure cloud infrastructure to host its Cloud Offering. Customer acknowledges the use of the Cloud Services is subject to the terms and limitations set forth at https://azure.microsoft.com/en-us/support/legal/. Licensor reserves the right to change the cloud service provider at any time without notice to Customer.

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