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Now Therefore, the Licensee desires to obtain from DS, and DS desires to grant to Licensee, certain licenses to use the specific software and documentation described in this EULA. Accordingly, in consideration of the mutual promises contained herein and of other good and valuable consideration, DS and the Licensee agree as follows

1.0 Definitions

"Affiliate" means any entity controlled by, controlling, or under common control with a party to this EULA. Control shall exist through ownership, directly or indirectly, of a majority of the outstanding equity capital and of the outstanding shares or other securities entitled to vote generally in elections of directors or similar officials. If an entity ceases to meet this criteria, it shall cease to be an Affiliate under this EULA;

"Applicable License Model Schedule" for each individual Software License means the version of the schedule entitled "License Model Schedule" posted at www.docstack.com/agreements which was in effect on the effective date of the applicable Order Document. All Applicable License Model Schedules shall be deemed to be incorporated by this reference into this EULA;

"Applicable Taxes" means the sales, use, consumption, goods and services, and value-added taxes imposed by the appropriate governments arising out of granting of licenses and shipment of Software under this EULA, except taxes imposed on DS's income;

"Attribution Notices" has the meaning set out in section 13.12;

"Claim" has the meaning set out in section 10.1;

"Covered Countries" means the United Kingdom, the United States, Canada, France, Spain, Italy, Austria, Belgium, the Netherlands, Sweden, Denmark, Finland, Norway, Switzerland, Germany, Australia, and New Zealand;

“**Cure Period**” has the meaning set out in section 12.2;

“**day**” means a calendar day;

“**Delivery Point**” has the meaning set out in section 6.3;

“**Documentation**” means user guides, operating manuals, and release notes in effect as of the date of shipment of the applicable Software, that are authorized by DS for general release to DS licensees of such Software;

“**Effective Date**” is the date set out above;

“**License Fees**” means the non-refundable (save and except for refunds identified in sections 9.2 and 10.2) fees payable by Licensee to DS (or Reseller) with respect to the granting of Software Licenses hereunder;

“**License Model**” means the description of the conditions, limitations and restrictions associated with the Software License which govern the use of the Software;

“**Order Document**” has the meaning set out in section 6.1 or section 6.2 (as the case may be);

“**Product Description**” means the description of the features and purpose of the Software set out in the “Products” area of DS’s public website found at www.docstack.com;

“**Reseller**” has the meaning set out in section 6.2;

“**Source Code Format**” means the source (or human readable) format of the Software when it has not been compiled and is not in a machine readable state. Examples include, but are not limited to ASM, CS, JSP, XML, ASP, PHP, and HTM.

“**Software**” means any and all software products as well as Documentation and Support Software licensed by DS to Licensee hereunder, including all copies thereof made by Licensee;

“**Software License**” means a license granted under this EULA by DS to the Licensee with respect to the Software;

“**Support Software**” means all maintenance and/or support software, updates, upgrades, patches, fixes and/or new versions of the Software provided to Licensee pursuant to a DS maintenance and/or support program, together with all related Documentation provided to Licensee pursuant to such program;

“**Term**” has the meaning set out in section 12.1;

“**Third Party Software**” has the meaning set out in section 13.13.

2.0 Ownership of the Software

2.1 Ownership. The Software is protected by the United Kingdom, United States, and other national and international copyright laws and treaties, as well as other laws and treaties. The Software is a trade secret of DOCSTACK LTD, its Affiliates and/or its licensors, and is their confidential information. None of the Software is being sold. All ownership, license, intellectual property, and other rights and interests in the Software shall remain solely with DOCSTACK LTD, its Affiliates or its licensors.

3.0 License Grant

3.1 Grant of License. DS grants to Licensee a perpetual (subject to the termination provisions in section 12), non-exclusive, non-assignable (save and except for the assignment provisions set out in section 13.5), non-transferrable, non-sublicenseable, world-wide (save and except for applicable export restrictions identified in section 13.10) license to download, install and execute the Software identified in the applicable Order Document subject to: a) the quantities of Software Licenses identified in the applicable Order Document, b) the restrictions, conditions and limitations associated with the applicable License Model, c) the product specific use restrictions and/or limitations set out in the Applicable License Model Schedule and applicable Order Document, d) the restrictions, conditions and limitations set out in the applicable Order Document or Documentation, and e) the restriction that the Software may only be used in a manner consistent with the intended purpose of the Software as described in the Product Description. Notwithstanding the above, in the event that the applicable License Model or the applicable Order Document indicate that the Software License has a limited term specified in months or years, such a Software License shall not be perpetual.

3.2 Applicable License Models. The only License Models that are applicable to each individual Software License are the License Models identified and described in: a) the Applicable License Model Schedule, and b) the applicable Order Document.

3.2.1 For a License Model description found in the applicable Order Document to be effective, it must include the following details: a) the basis of the License Model (ex. named user, concurrent user, anonymous user, server, cpu, instance, etc.), b) if there is any limitation on the use of the Software, c) if additional Software Licenses are required to be purchased in conjunction with the Software License being purchased (ex. server licenses are required in conjunction with named user licenses), and d) if the use of the Software is restricted to employees or contractors of the Licensee.

3.2.2 If a License Model description found in the applicable Order Document satisfies the requirements of section 3.2.1, and there is also a description found in the Applicable License Model Schedule for the same License Model, then the description found in the applicable Order Document prevails to the extent of any inconsistency.

3.2.3 If a License Model description found in the applicable Order Document does not satisfy the requirements of section 3.2.1, but there is a description found in the Applicable License Model Schedule for the same License Model, then the description found in the Applicable License Model Schedule prevails to the extent of any inconsistency.

3.2.4 If a License Model description found in the applicable Order Document does not satisfy the requirements of section 3.2.1, and there is no description found in the Applicable License Model Schedule for the same License Model, then the following provisions apply: a) License Models that refer to “named users” or “users” are deemed to be the Standard Named User License Model, b) License Models that refer to “concurrent users” are deemed to be the Standard Concurrent User License Model, c) License Models that refer to “anonymous users” are deemed to be the Standard Anonymous User License Model, d) License Models that refer to “server” are deemed to be the Standard Server License Model, e) License Models that refer to “cpu” or “central processing unit” are deemed to be the Standard CPU License Model, and f) License Models that refer to “instance” are deemed to be the Standard Instance License Model. For the purposes of this section 3.2.4, the applicable descriptions and definitions of Standard Named User License Model, Standard Concurrent User License Model, Standard Anonymous User License Model, Standard Server License Model, Standard CPU License Model, and Standard Instance License Model, shall be those descriptions and definitions set out in the Applicable License Model Schedule.

3.2.5 If no License Model is identified in the applicable Order Document, the applicable License Model is deemed to be the Standard Named User License Model, as set out in the Applicable License Model Schedule.

3.3 Modification of the Applicable License Model Schedule. The parties may modify, add, remove or otherwise amend the description of the License Models with a written amendment to this EULA. Any amendments must be in writing and signed by both parties. Unless otherwise provided for in an amendment or schedule, previously granted Software Licenses shall be governed by the description and definition of the Licenses Model found in the Applicable License Model Schedule.

3.4 Allocation of Licenses to Affiliates. Unless prohibited under the applicable License Model, the Licensee may allocate Software Licenses granted under this EULA to its Affiliates, provided that the Licensee remains responsible to ensure that the use of the Software by an Affiliate is in full compliance with this EULA (including the Applicable License Model Schedule and the applicable Order Document) and the Licensee is liable for any breach of the EULA by an Affiliate.

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4.1. Documentation. Licensee shall not modify the Documentation. Licensee may make copies of the Documentation provided: (a) the number of copies made does not exceed the number of associated Software Licenses granted to the Licensee; (b) each copy is only used by individuals who are permitted to access the Software under this EULA; and (c) no copies are distributed or used to conduct training for which Licensee, or any other party, receives a fee. Licensee shall not copy DOCSTACK LTD's system schema reference document, or any other system schema reference document related to the Software, if it is provided to Licensee.

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5.0 Restrictions

5.1 General Restrictions. Except as otherwise provided in the applicable License Model, the applicable Order Document or the applicable Documentation, Licensee shall not (and shall not permit any other party to): (a) assign, transfer, sublicense or redistribute the Software to any party in whole or in part; (b) rent, time share, or operate a service bureau with the Software; (c) charge a fee to any party for access to or use of the Software; or (d) install, use, or make available the Software for any online application service provider business, internet service provider business, or other online software rental business. Licensee shall not publish or disclose results of any benchmark or other test run on the Software without DS's prior written consent. Licensee shall not use the Software for the on-line control of aircraft, air traffic, aircraft navigation, or aircraft communications, or in the design, construction, operation or maintenance of any nuclear facility, or for medical or surgical applications, or any other application in which failure could create a situation where personal injury or death could occur. Except as expressly permitted under applicable law, Licensee shall not modify any of the Software, nor adapt, translate, reverse engineer, decompile, disassemble, or otherwise

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5.3 Interfacing and Interactive Software. The Licensee is

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6.0 Ordering Software Licenses

6.1 Direct Orders. If the Licensee is placing an order for Software Licenses directly with DS, the Software Licenses must be identified on an Order Document acceptable to DS. For the purposes of orders for Software Licenses placed directly with DS, the term “**Order Document**” means either: a) a written order schedule signed by both parties which references this EULA, b) a purchase order, or other similar documentation, which references this EULA and which is issued by the Licensee and accepted by DS, or c) any other document which references this EULA and is acceptable to DS. In the event that such an Order Document references a quotation prepared by DS, such quotation shall be deemed to be part of the Order Document. All Order Documents are governed by and incorporated by reference into this EULA. All Order Documents must describe the Software being licensed, the applicable License Model, the quantity of Software Licenses being ordered, the applicable License Fees, and the applicable first-year support and maintenance fees. Except as otherwise provided for in this EULA, any terms and conditions on the front or back of any Order Document which conflict with or are inconsistent with the terms of this EULA shall have no legal effect.

6.2 Orders through a DS Reseller. If the Licensee places an order for Software Licenses through an authorized DS reseller (“**Reseller**”), the Software Licenses granted under this EULA must be identified on an Order Document acceptable to the Reseller. For the purposes of orders for Software Licenses placed through a Reseller, the term “**Order Document**” means either: a) a written order schedule signed by the Reseller and the Licensee which references this EULA (a template of which is attached to this EULA), b) a purchase order, or other similar documentation, which references this EULA and which is issued by the Licensee and accepted by the Reseller, or c) any other document which references this EULA and is acceptable to the Reseller. In the event that such an Order Document references a quotation prepared by the Reseller or DS, such quotation shall be deemed to be part of the Order Document. All Order Documents are governed by and incorporated by reference into this EULA. All Order Documents must describe the Software being licensed, the applicable License Model, the quantity of Software Licenses being ordered, the applicable License Fees, and the applicable first-year support and maintenance fees. Except as otherwise provided for in this EULA, any terms and conditions on the front or back of any Order Document which conflict with or are inconsistent with the terms of this EULA shall have no legal effect.

6.3 Risk of Loss and Shipping Terms. Title to the physical media containing the Software and all risk of loss for the media and Software shall pass to Licensee when delivered by DS to the shipping dock of the DS shipping facility ("**Delivery Point**"), at which time the Software is deemed shipped to the Licensee. If the physical media is lost or damaged prior to the Licensee obtaining physical possession, DS shall immediately provide a replacement copy of the physical media free of charge. If DS is providing the Software by way of electronic download, the Software Licenses are deemed shipped when DS has made the Software available to the Licensee for electronic download.

6.4 Timely Payment to DS. The Software Licenses are conditional upon Licensee making timely and complete payment to DS (or Reseller) of all License Fees and Applicable Taxes. If DS (or Reseller) is obligated to pay any Applicable Taxes on behalf of Licensee, Licensee shall reimburse DS in full promptly following receipt of DS's invoice. All Applicable Taxes pertaining to Software Licenses are in addition to the License Fees due to DS (or Reseller) under this EULA. All License Fees and Applicable Taxes due to DS (or Reseller) under this EULA are payable to DS in US dollars, unless the parties mutually agree otherwise in the applicable Order Document.

6.5 Invoicing and Payment. DS (or Reseller) may invoice Licensee for License Fees and Applicable Taxes upon shipment of Software Licenses. All License Fees and Applicable Taxes due to DS (or Reseller) by Licensee shall become due and payable upon Licensee's receipt of an invoice from DS (or Reseller). All Applicable Taxes shall be borne by Licensee. If any such tax or duty has to be withheld or deducted from any payment under this Agreement, Licensee shall increase payment under this Agreement by such amount as shall ensure that after such withholding or deduction DS shall have received an amount equal to the payment otherwise required. All License Fees and Applicable Taxes due to DS under this EULA which are not paid in full within 30 days following its due date shall bear interest at a rate of 1.5% per month (18% per annum) or the maximum amount allowed by law, if less, on the unpaid portion until fully paid.

6.6 Over Usage. DS may, at any time, estimate and invoice Licensee for any and all License Fees and Applicable Taxes payable by Licensee to DS as a result of any access or use of the Software by, or through, Licensee in excess of the number or type of DS Software Licenses granted by DS. Licensee shall pay the invoice in accordance with this EULA.

7.0 DS Support and Maintenance.

7.1 DS Support and Maintenance Program. Unless otherwise agreed by the parties in writing, all Support Software and related Documentation provided to Licensee pursuant to a DS maintenance or support program is governed by this EULA. The provision of support and maintenance services by DS to the Licensee shall be independently and separately governed by the terms of the then-current version of the DS standard Software Maintenance Program Handbook (a copy of which is available upon request or at <https://www.docstack.com/agreements>).

8.0 Audits and Noncompliance.

8.1 Audit. During the Term and for 12 months thereafter:

(a) Licensee shall maintain electronic and/or other records sufficient for DS to confirm that Licensee has complied with this EULA; (b) Licensee shall make available to DS, upon DS's request, copies of Licensee's Software login accounts (with all personal data and other information that could identify a specific individual removed) and records of the location of the Software; (c) DS may audit Licensee's records and computer systems to ensure Licensee has complied with this EULA, and (d) Licensee shall promptly and accurately complete and return any self-audit questionnaire supplied by DS along with a certification by an officer of Licensee

confirming that Licensee's responses to the questionnaire accurately and fully reflect Licensee's usage of the Software. Licensee will promptly reply to audit confirmation requests from DS's internal or external auditors.

8.2 Conduct. Each audit shall be conducted during regular business hours at Licensee's facilities and shall not interfere unreasonably with Licensee's business. DS shall provide Licensee with seven (7) days prior notice of each audit. Licensee shall co-operate with DS's audit team, provide access to Licensee records, and allow DS to make and remove copies of Licensee records for the above purposes.

8.3 Noncompliance. If at any time Licensee is out of compliance with the Software Licenses granted hereunder, Licensee will be deemed to have acquired additional Software Licenses at DS's then-current list price License Fees to the extent necessary to bring Licensee into compliance, and Licensee must immediately pay: a) the applicable License Fees, b) the Applicable Taxes, and c) the maintenance and support fees related to the period during which Licensee was using the Software in an unlicensed fashion. If any audit reveals that Licensee has failed to comply with this EULA, Licensee shall also make payment to DS of all audit and other costs incurred by DS in performing the audit.

9.0 Limited Warranties

9.1 Limited Media Warranty. DS warrants to Licensee that the media on which the Software is delivered to Licensee will be free from defects in materials and workmanship under normal use for sixty (60) days from the date of first delivery to Licensee. DS's entire liability to Licensee, and Licensee's sole remedy against DS, for breach of this warranty is limited to DS replacing the defective media.

9.2 Limited Software Warranty. DS warrants to Licensee that the Software delivered to Licensee under this EULA: (a) will be free of all known viruses at the time of first delivery to Licensee; and (b) will perform substantially in accordance with its accompanying Documentation for sixty (60) days from the date of first delivery of the Software to Licensee. DS's entire liability, and Licensee's sole remedy against DS, for each breach by DS of the warranty contained in: (i) Section 9.2 (a) above shall be limited to requiring DS to deliver a replacement copy of the relevant Software to Licensee free of known viruses; and (ii) Section 9.2 (b) above shall be limited to requiring DS to correct or work around the portion of the Software giving rise to such breach within a commercially reasonable period of time, failing which DS shall refund all License Fees paid to DS by Licensee hereunder which are attributable to the portion of the Software giving rise to the breach.

9.3 Warranty Exclusions. The warranty in Section 9.2 shall not apply to any breach caused by: (a) any change to the Software, except where such changes were made by DS in relation to the provision maintenance and support services; (b) Licensee's failure to provide a suitable installation or operating environment for the Software; (c) use of the Software on a software or hardware platform not approved by DS in writing; (d) software, hardware, firmware, data, or technology not licensed or approved by DS in writing; (e) any telecommunications medium used by Licensee; (f) Licensee's own computer system; or (g) failure of Licensee and/or user to comply with the Documentation. DS does not warrant that the Software is error-free or will operate without interruption.

9.4. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES PROVIDED IN SECTIONS 9.1 AND 9.2 ABOVE, DS AND DS'S LICENSORS DISCLAIM ANY AND ALL EXPRESS OR IMPLIED WARRANTIES AND CONDITIONS OF EVERY KIND PERTAINING IN ANY WAY TO THE MEDIA OR SOFTWARE LICENSED BY DS UNDER THIS EULA, WHETHER EXPRESS OR IMPLIED BY STATUTE, COMMON LAW, USAGE OF TRADE, COURSE OF DEALING, CUSTOM, OR OTHERWISE. NEITHER DS

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9.5 Inability to Exclude Warranties. Some jurisdictions do not allow 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. If any jurisdiction having applicability to this EULA does not permit any such exclusion or limitation: (a) each warranty which cannot be excluded shall be limited in time to sixty (60) days from the date of first delivery of the applicable Software; and (b) DS's total liability to Licensee for breach of any or all such warranties shall be limited to the amount stated in section 11.2 of this EULA.

10.0 DS Infringement Indemnity

10.1 Defense and Indemnity Against Claims. DS shall defend Licensee from any claims, suits, actions or proceedings brought against Licensee in a court of competent jurisdiction by a third party which allege an infringement of such third party's patent, copyright, or trade secret rights of which DS is aware existing under the laws of the Covered Countries (individually and collectively referred to as a "Claim"), to the extent that such Claim arises solely as a result of Licensee's use of the Software within one or more of the Covered Countries in accordance with the provisions of this EULA and the applicable Documentation, and provided: (a) the alleged or actual infringement was not caused by the use of a superseded version of the Software if the infringement would have been avoided by the use of a then current release of the Software; and (b) the alleged or actual infringement was not caused by the modification of the Software by any party other than DS; and (c) the alleged or actual infringement was not caused by the combination or use of the Software with software, hardware, firmware, data, or technology not licensed to Licensee by DS or approved by DS in writing; and (d) Licensee notifies DS in writing within ten (10) days of Licensee first becoming aware of each such Claim; and (e) Licensee does not make any admission against DS's interests; and (f) Licensee does not agree to any settlement of any Claim without the prior written consent of DS; and (g) Licensee, at the request of DS, provides all reasonable assistance to DS in connection with the defense, litigation, and/or settlement by DS of the Claim; and (h) DS has sole control over the selection and retainer of legal counsel, and over the litigation or the settlement of each Claim. DS shall also indemnify Licensee from any judgment finally awarded, for which all avenues of appeal have been exhausted, or any final settlement in connection with any such Claims, provided all of the conditions set out above related to the defense of such claims are satisfied.

10.2 Licensee's Continued Use. If the Software or its intended use become, or in DS's opinion is likely to become, the subject of a Claim covered by the defence and indemnity provisions in section 10.1 above, DS shall, at its option, either obtain for Licensee a nonexclusive license to continue using the infringing portion of the Software or replace or modify the infringing portion of the Software without reasonable degradation in functionality in order to make it non-infringing. If neither of these solutions is reasonably available as determined by DS in DS's absolute discretion, DS shall refund the unamortized portion of the License Fees received by DS from Licensee under this EULA attributable to the infringing portion of the Software, based on a three (3) year straight line amortization commencing on the date of first delivery of the Software to the Licensee. DS's entire liability, and Licensee's sole and exclusive remedy with respect to any Claims shall be limited to the remedies set out in sections 10.1 and 10.2 of this EULA.

11.0 Limitation of Overall DS Liability

11.1 DISCLAIMER OF DAMAGES / LOSSES. SUBJECT TO SECTION 11.3 BUT NOTWITHSTANDING ANY OTHER PROVISION IN THIS EULA, ANY AND ALL BREACHES BY DS OF THIS EULA (INCLUDING FUNDAMENTAL BREACH), THE TERMINATION BY DS OF THIS EULA, OR ANY OBLIGATION THAT DS MAY HAVE IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY, AT LAW, OR OTHERWISE; IN NO EVENT SHALL DS BE LIABLE OR OBLIGATED TO LICENSEE, TO ANY USER OF THE SOFTWARE, OR TO ANY OTHER PARTIES FOR: (A) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, AGGRAVATED, EXEMPLARY, OR PUNITIVE DAMAGES; OR (B) ANY LOST SALES, LOST REVENUE, LOST PROFITS, LOST DATA, OR REPROCUREMENT AMOUNT; EVEN IF DS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES ARISING AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY CONTAINED HEREIN.

11.2 LIMITATION OF LIABILITY. SUBJECT TO SECTION 11.3 BUT NOTWITHSTANDING ANY OTHER PROVISION OF THIS EULA, DS'S TOTAL, CUMULATIVE, AND AGGREGATE LIABILITY AND OBLIGATION TO LICENSEE: (A) ARISING UNDER THE PROVISIONS OF THIS EULA; (B) FOR ANY AND ALL BREACHES BY DS OF THIS EULA (INCLUDING FUNDAMENTAL BREACH) OR THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY CONTAINED HEREIN; (C) FOR ANY TERMINATION BY DS OF THIS EULA; OR (D) FOR ANY OTHER ACT, OMISSION OR EVENT RELATED IN ANY WAY TO THIS EULA; SHALL NOT EXCEED THE TOTAL AMOUNT OF LICENSE FEES RECEIVED BY DS (OR RESELLER) FROM LICENSEE UNDER THIS EULA, WHETHER DS'S LIABILITY IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY, AT LAW, OR UPON ANY OTHER THEORY OF LIABILITY. LICENSEE AGREES THAT DS WOULD NOT HAVE ENTERED INTO THIS EULA WITHOUT THIS SECTION 11 BEING INCLUDED HEREIN.

11.3 EXCLUSIONS FROM LIMITATIONS. NOTHING IN THIS EULA SHALL LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY FOR (I) DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE; (II) FRAUD OR DECEIT; OR (III) ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED BY APPLICABLE LAW.

12.0 Term and Termination

12.1 Term. The term of this EULA shall begin on the Effective Date and shall continue in full force until terminated pursuant to this Section 12 ("**Term**").

12.2 Termination For Default. Either party may terminate this EULA for default if the other party: (a) becomes insolvent; (b) files any proceeding in bankruptcy or acquires the status of a bankrupt; (c) has a receiver or receiver manager appointed with respect to it or any of its assets; (d) seeks the benefit of any statute providing protection from creditors or takes or suffers any similar or analogous procedure, action or event in consequence of debt in any jurisdiction. Either party may also terminate this EULA for default if the other party breaches any provision of this EULA provided: (i) the non-breaching party provides the breaching party with written notice of breach and a ten (10) day period to cure the breach ("**Cure Period**"); and (ii) the breaching party fails to cure each breach by the end of the Cure Period. Any termination of this EULA shall be without prejudice to each right or remedy which the non-breaching party may possess against the breaching party under this EULA, at law, in equity, or otherwise.

12.3 Effect Of Termination – Generally. Except in the event of a termination for default under section 12.2 based on breach of this EULA by DS, upon any termination or expiry of this EULA: (a) all licenses granted by DS herein shall immediately terminate; (b) Licensee shall immediately cease all use of the Software; c) sections 2, 4, 5, 6.4, 6.5, 6.6, 7, 8, 11, 12 and 13 of this EULA shall survive and shall continue in full force; and d) Licensee must either

deliver to DS or destroy all originals and copies of Software, Documentation and DS Confidential Information in Client's possession, custody or control. Within fifteen (15) days after such termination, one of Licensee's authorized officers must certify in writing to DS that all such originals and copies have been so delivered or destroyed.

12.4 Effect of Termination – Based on breach by DS. In the event of a termination for default under section 12.2 based on breach of this EULA by DS: a) licenses granted by DS herein shall not terminate, and b) sections 1, 2, 3, 4, 5, 6.6, 8, 9.3, 9.4, 9.5, 11 and 13 of this EULA shall survive and shall continue in full force.

13.0 Miscellaneous Provisions

13.1 Confidentiality. Licensee shall: (a) receive and maintain the Software in confidence; and (b) use the same degree of care with respect to the Software as Licensee employs to protect Licensee's own confidential or trade secret information from unauthorized use, duplication or disclosure, but not less than a high degree of care.

13.2 Automated Verification. Licensee acknowledges that the Software may contain a license key to prevent unauthorized installation or to enforce limits of a particular Software License, and may contain devices to monitor compliance with Licensee's license obligations under this EULA.

13.3 Developer Tools. If the Licensee creates additional software code or software products using software developer tools licensed by DS to Licensee (collectively "**Licensee Software**"), DS shall not be responsible or liable in any way for the development or use of such Licensee Software and Licensee shall defend and indemnify DS against any claims, damages, costs, losses or expenses related to the development or use of the Licensee Software.

13.4 Independent Contractors. DS and Licensee are independent contractors. Neither DS nor Licensee shall have any authority to bind the other in any manner.

13.5 Waiver, Amendment, Assignment. No waiver of any provision of this EULA is binding on either party unless set out in a mutually signed written waiver. This EULA shall only be amended by a written document signed by DS and Licensee stating such document is an amendment or an addendum hereto. This EULA may be assigned by DS to an Affiliate of DS or to a successor-in-interest/title of DS without consent. This EULA shall not be assigned by Licensee, in whole or in part, without DS's prior written consent.

13.6 Vienna Convention. All provisions of the United Nations Convention On Contracts For The International Sale of Goods are hereby rejected by the parties and excluded from this EULA in their entirety.

13.7 Governing Law. This EULA shall be governed by the laws of England excluding its conflicts or choice of law rules. Except for injunctive relief required by DS to protect its intellectual property (which may be sought in any jurisdiction), any dispute arising out of this EULA will be subject to the exclusive jurisdiction of the courts of England. If Licensee or DS commence any litigation or proceeding against the other related to this EULA, the prevailing party shall be entitled to an award of its reasonable attorneys fees and court costs.

13.8 Force Majeure. Except for payment obligations (including License Fees, maintenance and support fees, and Applicable Taxes) or any obligations relating to the protection of or restrictions applicable to the other party's confidential information or intellectual property, neither party shall be liable to the other or be in breach of this EULA due to any failure or delay in performance of its obligations to the extent the failure or delay arises (and

only for the duration that the affected party is precluded from performing) as a result of acts of God, fire, disaster, explosion, vandalism, storm, adverse weather conditions, strikes, labor disputes or disruptions, epidemics, wars, national emergencies, riots, civil disturbances, shortages of materials, actions or inactions of government authorities, terrorist acts, lockout, work stoppages or other labor difficulties, border delays, failures or interruptions of utilities or telecommunications equipment or services, system failures or any other cause that is beyond the reasonable control of that party.

13.9 Severability. Should any provision of this EULA be deemed contrary to applicable law or unenforceable by any court of competent jurisdiction, the provision shall be considered severed from this EULA but all remaining provisions shall continue in full force.

13.10 Export Laws. Software, including Documentation and technical data, is subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Licensee agrees to comply strictly with all such regulations and acknowledges that it has the responsibility to obtain licenses to export, re-export, or import Software, Documentation and/or technical data.

13.11 Press Release. Licensee agrees DS may use and disclose Licensee's name and the nature of this EULA in a DS public press release and marketing materials.

13.12 Attribution Notices. Within the Software, including the graphical user interfaces of the Software, DS has inserted various ownership, attribution or branding notices (all such notices and instances collectively referred to as "**Attribution Notices**"). Without prior written consent of DS, the Licensee shall not: a) remove, modify, obscure, re-size or re-locate Attribution Notices, or b) cause any Attribution Notices to become not visible to any users of the Software.

13.13 Third Party Software. DS may resell licenses to software products owned by third parties ("**Third Party Software**"). If DS resells licenses to Third Party Software to the Licensee, the use of Third Party Software is governed by a license agreement between the owner of such software and the Licensee. DS does not provide any warranties related to the use or functionality of Third Party Software, and the parties agree that DS has no liability or obligation to the Licensee related to the use or licensing of Third Party Software. The fact that DS and the Licensee include or identify the resale of licenses for Third Party Software on an Order Document that also includes or identifies DS Software Licenses, does not imply that DS is licensing Third Party Software.

13.14 Entire License Agreement. This EULA, together with each written and signed schedule, each Applicable License Model Schedule, each applicable Order Document, and each written and signed addendum, sets forth the entire agreement between DS and Licensee with respect to the subject matter hereof, and supersedes all prior related oral and written agreements and understandings between the parties. The application of Licensee's purchasing or other terms and conditions is expressly rejected. Subject to section 11.3, neither party is bound by or is liable for any alleged representation, promise, or inducement not expressly stated in this EULA.

13.15 Third Party Rights. No term of this EULA is intended to confer a benefit on, or to be enforceable by, any person or entity who is not a party to this EULA.

13.16 Legal Review and Interpretation. It is acknowledged that this EULA was initially prepared by DS. Both parties, however, have had an opportunity for legal review of all terms. The parties therefore agree that, in interpreting any issues which may arise, any rules of construction related to who prepared the EULA shall be inapplicable, each party having

contributed or having had the opportunity to clarify any issue. In addition, the headings used in this EULA are for convenience only and do not in any way limit or otherwise affect the meaning of any terms of this EULA.

13.17 Notices. Any notice under this EULA that must be given by a party in writing is deemed effective when sent via Federal Express or other commercial courier to the other party's address specified at the beginning of this EULA or on the most recent Order Document.

13.18 Hardware. If DS sells computer/IT hardware along with Software Licenses, the legal terms and conditions which govern the purchase, sale and use of such hardware are the subject of a separate agreement between the parties (even if such hardware is identified in an Order Document governed by this EULA). Unless the separate agreement provides differently, DS disclaims all warranties and liability with respect to the purchase, sale and use of the hardware to the maximum extent permitted by applicable law.