

License Terms and conditions

Article 1. Definitions

In these general terms and conditions, the following terms shall have the following meanings:

1. In4BI B.V.: defined in article 2 of these general terms and conditions and hereinafter PlatformManager;
2. Other Party: the natural or legal person with whom PlatformManager has concluded or intends to conclude an Agreement;
3. End User: individual or entity that purchases and uses the Software through the Other Party;
4. EULA: the contract between PlatformManager and Users, whereby PlatformManager grants permission to use the Software under specified conditions, the EULA governs End User's use of the Software and documentation;
4. Agreement: any agreement between PlatformManager and the Other Party for the provision of services / delivery of goods by PlatformManager to the Other Party;
5. Parties: the Other Party and PlatformManager together;
6. In Writing: by e-mail;
7. Third Party(ies): Other natural or legal persons who are not part of this Agreement;
8. Software: the Software owned, developed, manufactured, distributed by PlatformManager.

Article 2. In4BI B.V.

Company name:	In4BI B.V. (acting under the name PlatformManager)
Street name and number:	Einsteinstraat 53
Postal code and city:	3902 HN, Veenendaal, the Netherlands
CoC number:	57150109

Artikel 3. General provisions

1. These general terms and conditions apply to every offer and all (legal) actions of PlatformManager. Additionally, these general terms and conditions apply to every Agreement between PlatformManager and the Other Party.
2. If the Agreement is concluded electronically, the previous clause may be deviated from. Before the Agreement is concluded, PlatformManager can make the general terms and conditions available to the Other Party electronically in such a way that the Other Party can easily store them on a durable data carrier. If this is not reasonably possible, it will be indicated before the Agreement is concluded where the general terms and conditions can be accessed electronically and that they will be sent free of charge electronically or otherwise at the request of the Other Party.
3. The applicability of other general terms and conditions is excluded unless the Parties expressly agree otherwise in Writing.
4. Deviations from or additions to these general terms and conditions are only valid if expressly agreed upon in writing by the Parties.
5. If PlatformManager does not demand strict compliance with these general terms and conditions, this does not mean that the general terms and conditions or specific provisions are not applicable. Additionally, PlatformManager does not lose the right to demand strict compliance with these general terms and conditions in other cases.
6. If, based on reasonableness and fairness, or due to the unreasonably burdensome nature, it is not possible to invoke a provision of these general terms and conditions, the relevant provision will be given a meaning that aligns as closely as possible with its content and purport, so that it can be invoked.
7. For the execution of the Agreement, PlatformManager may engage Third Parties.
8. The operation of Article 7:404 and/or 7:407 paragraph 2 of the Dutch Civil Code is excluded. This means that the Agreement does not have to be performed by a specific PlatformManager employee. It also means that in the case PlatformManager has received the assignment together with another contractor, PlatformManager cannot be held responsible for a shortcoming in the performance.
9. If the Agreement is violated by the Other Party and/or End User, this automatically results in a violation by the Other Party. The Other Party is fully responsible and liable for all actions and/or omissions of its Users. The penalty clauses included in Article 19 are immediately enforceable in the event of a violation of the Agreement by an End User.
10. All provisions in the general terms and conditions apply correspondingly to Users.
11. The EULA is attached as an annex 1 to these general terms and conditions and applies to all Users of the Software.

Article 4. Description of license

1. PlatformManager grants to the Other Party the non-exclusive right to use the Software to support the work performed by the Other Party.

2. The Other Party purchases the non-exclusive right to use the Software so that Users and other Third Parties subordinate to the Other Party can use the Software.
3. The Other Party is explicitly not authorised to grant sublicenses to Third Parties.
4. The Other Party may use the know-how and the Software for purposes other than the purpose described in paragraph 1, provided this is discussed with PlatformManager and PlatformManager has given its prior written consent. The (unauthorised or incorrect) use of the Software and the use of the Software for other purposes is at the expense and risk of the Other Party.
5. After Parties reach an Agreement, PlatformManager will make the Software available to the Other Party by providing electronic access to the Software.
6. The fee paid by the Other Party to PlatformManager explicitly concerns the use of the Software and not the transfer of any right. The Other Party will never become the legal owner of the Software.

Article 5. The Offer

1. If an offer has a limited validity period or is subject to conditions, this will be explicitly stated in the offer.
2. The offer contains a complete and accurate description of the Software offered. The description is detailed enough for the Other Party to get a good understanding of the offer. If PlatformManager uses images, these will provide a good representation of the Software offered. If there is an obvious mistake or error, such as in the amount, PlatformManager is not obliged to adhere to that incorrect price.

Article 6. The agreement

1. The Agreement is concluded at the moment the Other Party accepts the offer and meets the stated conditions, including accepting these General Terms and Conditions and the Privacy Statement. If there is a non-binding offer, PlatformManager has the right to revoke this offer immediately. A revocation is considered immediate if PlatformManager revokes the non-binding offer within 24 hours of acceptance.
2. If a provision of these general terms and conditions or of an Agreement is found to be null and void or is annulled, this does not affect the rest of these general terms and conditions or the Agreement. In such a case, the Parties will consult with each other to create a new provision that replaces the invalid provision. The Parties will try to align as closely as possible with the intent of the invalid provision.
3. If PlatformManager has good reasons to doubt whether the Agreement will be fulfilled by the Other Party, for example regarding the fulfillment of (financial)

obligations, PlatformManager has the right not to execute the Agreement. If PlatformManager decides not to execute the Agreement, it will inform the Other Party in writing.

4. PlatformManager reserves the right to impose penalties or reduce the level of support provided if the Other Party abuses the Software in any form. This includes, but is not limited to, limiting technical assistance or prioritizing support requests. Additionally, the Other Party will be liable for any damages resulting from such abuse. These measures will be taken without affecting the validity of the 12-month license.
5. The right of suspension and the right of set-off of the Other Party are excluded if the Other Party acts in the exercise of a profession or business.
6. These general terms and conditions also apply to future and/or additional agreements.
7. Agreed delivery terms are indicative. The delivery terms are not fatal terms. If a term is exceeded by PlatformManager, the Other Party has no right to compensation.
8. If the Other Party has accepted the offer electronically, PlatformManager will immediately confirm receipt of the acceptance electronically. This does not affect PlatformManager's right to revoke the offer immediately as described in paragraph 1 of this article.

Article 7. Terms and termination

1. The Agreement is, in principle, entered into for a fixed term and cannot be terminated prematurely, unless otherwise agreed in Writing.
2. The Agreement is automatically renewed for a period of 12 (twelve) months. The Agreement will be renewed without a Written notice. Each of the Parties can terminate this Agreement only with a notice period of 30 (thirty) calendar days before the agreed end date.
3. If the Other Party fails to meet one or more of the obligations, fails to meet them on time or properly, is declared bankrupt, applies for (provisional) suspension and/or postponement of payment, proceeds to liquidate the company, or if (a part of) the assets are seized, PlatformManager has the right to postpone the execution of the Agreement or to terminate the Agreement immediately. PlatformManager can do this without having to warn the Other Party in advance. PlatformManager will notify the Other Party of such termination in writing. It is up to PlatformManager to decide which action to take in such cases and, additionally, PlatformManager reserves the right to claim compensation for costs, damages, and interest(s).
4. If the Agreement is terminated on the grounds of force majeure, PlatformManager is entitled to payment for the hours already worked, investments made, and subscription costs proportionate to the period during

which the service provided by PlatformManager was available at the time of termination of the Agreement.

Article 8. Liability

1. PlatformManager is not liable for indirect and direct damages. Not excluded is the liability of PlatformManager for damages resulting from intent or gross negligence of PlatformManager.
2. If PlatformManager is nevertheless liable for direct damage, PlatformManager's total liability will be limited to compensation for damage up to the amount of the fee (excluding VAT) stipulated for the agreement.
3. The amount of the compensation shall never exceed the amount paid out by the liability insurance.
4. Direct damage is understood to mean:
 - a. Reasonable costs that the Other Party would have to make to make the performance of PlatformManager meet the Agreement; however, this replacement damage will not be compensated if the Agreement is dissolved by or at the suit of the Other Party;
 - b. Reasonable costs incurred in determining the cause and extent of the damage insofar as the determination relates to damage within the meaning of these terms and conditions;
 - c. Reasonable costs incurred to prevent or limit damage insofar as the Other Party demonstrates that these costs have led to limitation of damage within the meaning of these terms and conditions.
5. The Other Party indemnifies PlatformManager for any claims by Third Parties, who suffer damage in connection with the execution of the Agreement.
6. The existence of any right to compensation is always conditional upon the Other Party reporting the damage in writing to PlatformManager as soon as possible after the damage arose. Each claim for compensation against PlatformManager expires by the mere lapse of 12 (twelve) months after the claim arose.
7. PlatformManager is not liable for damage caused by auxiliary persons as referred to in Article 6:76 of the Dutch Civil Code.
8. PlatformManager is not liable for damage of any kind because PlatformManager has relied on incorrect and/or incomplete information provided by the Other Party.

Article 9. Force majeure

1. In addition to the provisions in Article 6:75 of the Dutch Civil Code, a failure by PlatformManager to fulfill any obligation towards the Other Party cannot be held against PlatformManager in case of a circumstance beyond

PlatformManager's control, which prevents the fulfillment of its obligations towards the Other Party in full or in part, or which prevents the fulfillment of its obligations to PlatformManager in all reasonableness. Such circumstances include non-performance by suppliers, such as the external hosting party or other Third Parties, power or internet failures, major cable breaks, hacks, and failure of hardware.

2. If a situation as referred to in paragraph 1 of this article occurs as a result of which PlatformManager cannot fulfill its obligations towards the Other Party, then those obligations shall be suspended for as long as PlatformManager cannot fulfill its obligations. If the situation referred to in the previous sentence has lasted 30 (thirty) calendar days, both Parties have the right to terminate the Agreement in writing in full or in part. In that case, PlatformManager is not bound to compensate for any damage, not even if PlatformManager benefits from any advantage as a result of the force majeure situation.

Article 10. Warranties, Rights, and Obligations

1. Parties guarantee each other that they are authorized to enter into an Agreement.
2. PlatformManager ensures that the Software and/or services comply with:
 - a. the Agreement;
 - b. the specifications stated in the offer;
 - c. the reasonable requirements of reliability and/or usability;
 - d. legal provisions and/or government regulations that exist on the date the Agreement is concluded.
3. The Other Party shall inform PlatformManager immediately upon discovering any infringements on the Software or when a third party claims rights to the Software or asserts that the Software infringes its rights.
4. PlatformManager is not able to directly control the input of the Other Party in the Software and is therefore expressly not liable for incomplete or incorrect data obtained from (incorrect) input by the Other Party.
5. The Other Party is not authorized to transfer its rights or obligations under this Agreement to Third Parties.
6. The Other Party is explicitly forbidden to use the knowledge and know-how that benefited the Other Party when using the Software to develop similar software equal to the Software that PlatformManager licenses to the Other Party.
7. The Other Party is not permitted to change or remove the Software and/or the indications in the Software regarding the authorship or confidential nature of the Software, or any other reference to PlatformManager.
8. Unless otherwise agreed in Writing, the Other Party may only use the Software in and for its own company or organization.

9. The Software is delivered on the basis of a best-efforts obligation, PlatformManager has explicitly no result obligation, unless and insofar as PlatformManager has explicitly committed in Writing to deliver a result and that result has been described with sufficient certainty between the Parties in Writing.
10. PlatformManager has the right to audit the Other Party on the use of the Software, provided that the Other Party gives Written consent for this.

Article 11. Fees/Prices

1. All amounts are in euros/USD and exclusive of VAT and other state-imposed charges, unless agreed otherwise in Writing.
2. PlatformManager has the right to apply an annual inflation correction.
3. PlatformManager also has the right to adjust the prices during the term of the Agreement. In the case of a price change, other than an inflation correction, the Other Party has the right to terminate the Agreement, with a notice period of 30 (thirty) calendar days as described in Article 12.
4. The Parties may agree on a composite price quotation, which is an offer where the price is composed of various components or parts. If the Parties agree on this, it does not mean that PlatformManager is obliged to perform a part of the Agreement for a corresponding part of the quoted amounts.
5. Discounts and offered amounts do not apply to future Agreements.

Article 12. Payment and Invoicing

1. The fee the Other Party has to pay for using the Software will be agreed upon in the Agreement. The Other Party must pay the amounts due within 30 (thirty) days after the invoice date, unless the Parties have agreed otherwise.
2. Payment is made by direct debit unless the Parties agree otherwise.
3. If the Other Party provides or mentions incorrect payment details, this must be reported to PlatformManager immediately. If the Other Party does not meet the payment obligation(s) on time, PlatformManager will always first point out to the Other Party that a payment term has expired, after which the Other Party is granted a period of 14 (fourteen) days to still fulfill their payment obligations free of charge. The Other Party is also liable for statutory (commercial) interest, which is added to the amount due. Moreover, PlatformManager is entitled to charge the extrajudicial collection costs incurred.
4. In the event of (a reasonable prospect of) bankruptcy, liquidation, suspension of payments, or debt restructuring under the WSNP, PlatformManager's claims against the Other Party and the obligations of the Other Party to PlatformManager are immediately due and payable.

5. PlatformManager reserves the right to impose penalties, reduce the level of support, or seek compensation for damages if the Other Party is in default. This includes, but is not limited to, limiting technical assistance or prioritizing support requests.

Article 13. Confidentiality

1. The Other Party is obliged to maintain confidentiality with regard to all information made available to the Other Party by PlatformManager under this Agreement which is either classified as confidential or which the Other Party could or should reasonably know to be confidential and/or if this follows from the nature of the information.
2. The Other Party shall keep all confidential information from PlatformManager strictly confidential, unless the Other Party is required to disclose under a legal or judicial rule. If such a situation arises, the Other Party will always inform PlatformManager first.
3. The Other Party will only share the confidential information with the people and/or employees who need to know the confidential information in the context of using the Software.
4. The confidentiality explicitly does not include the publicly available information as stated on PlatformManager's website. The Other Party is therefore not prohibited from informing third parties of the existence of PlatformManager's Software.
5. The confidentiality obligation mentioned above will also not apply to confidential information of which the Other Party proves that this information:
 - a. is publicly accessible at the time of disclosure;
 - b. was already known to and in the legitimate possession of the Other Party and was at the Other Party's free disposal prior to its disclosure by PlatformManager;
 - c. was obtained by the Other Party through a third party in good faith and without being bound to confidentiality;
 - d. was developed and/or collected by the Other Party independently of PlatformManager; or
 - e. is required to be disclosed under any statutory rule or at the request of any supervisory or regulatory authority to whose jurisdiction the Other Party is subject.

Article 14. Complaints

1. The Other Party must inspect everything delivered by PlatformManager under the Agreement for possible defects as soon as possible upon delivery. If the Other Party does not report a complaint to PlatformManager within 2 (two)

months after delivery or commencement of use of the delivered item, it is assumed that the delivered item complies with the Agreement and functions in accordance with the Agreement.

2. If the products or services delivered by PlatformManager do not meet the expectations reasonably arising from the Agreement, the Other Party must immediately inform PlatformManager. The Other Party must notify PlatformManager within 2 (two) weeks after discovering the shortcomings. The Other Party must give PlatformManager at least 4 (four) weeks to work together on a solution to the complaint.
3. The Other Party must demonstrate that the complaint relates to (a part of) the Agreement or the Software.
4. Complaints do not suspend the Other Party's payment obligation if the Other Party acts in the exercise of a profession or business.

Article 15. Intellectual Property

1. The Other Party will never be entitled to intellectual property rights (including copyright, patent rights, trademark rights, drawing and model rights, etc.) in respect of all designs, drawings, writings, carriers with data or other information, quotations, images, sketches, models, etc. relating to the Software.
2. PlatformManager, which has developed and marketed the Software, owns all intellectual property rights to the Software.
3. The Other Party may not copy, show and/or make available to third parties or otherwise use or modify the intellectual property rights referred to in paragraph 1 without PlatformManager's prior written consent.
4. PlatformManager is entitled to use the trade name and logo/picture mark of the Other Party as a reference in commercial expressions, unless the Other Party objects.

Article 16. Transfer of rights

1. Rights and obligations of the Other Party under this Agreement cannot be transferred without the prior written consent of PlatformManager. This provision is a property law provision as referred to in Article 3:83 paragraph 2 of the Dutch Civil Code.

Article 17. Maintenance and Support

1. PlatformManager reserves the right to release new versions of the Software packages at any time. Support will be provided for older versions for up to two

years from the date a new version is released, after which formal support for those versions will cease. If the Other Party encounters issues in the newer version, they are required to upgrade to the latest version. No compensation will be granted for the new version.

2. If the Other Party refuses to implement an update and/or upgrade of the Software, this will be at the expense and risk of the Other Party. In that case, PlatformManager can not guarantee the usability of the Software.
3. The Other Party shall behave and act in a manner that can reasonably be expected of a responsible and careful user of the Software.
4. The Other Party is at all times responsible for any use of the Software, including unauthorized or improper use, that occurs with the user rights and access to the Software granted to them. The Other Party must take appropriate and reasonable measures to prevent unauthorized use. The Other Party is not permitted to share user and/or access rights with others, except for authorized users.
5. Instructions and directions from PlatformManager regarding the use of the Software must always be followed by the Other Party and Users.
6. The Other Party is always responsible for any use - including unauthorized use - that is made of the rights to use and access the Software. The Other Party shall take appropriate and reasonable measures to prevent unauthorized use. The Other Party is not permitted to share usage and/or access rights with third parties, other than third parties under the management and supervision of the Other Party.
7. During the term of the Agreement, the Other Party is entitled to maintenance and support as set out in Appendix A, including updates and upgrades for each license.
8. PlatformManager will provide the Other Party with support for all first-line support issues. All second- and third-line support will be handled by PlatformManager from 8:30 a.m. to 5:00 p.m. local Dutch time, Monday through Friday, excluding official holidays in the Netherlands.
9. If the Other Party requires support, the Other Party shall notify PlatformManager by entering the issue through the PlatformManager Self Service portal or by sending an email to support@PlatformManager.com.

Article 18. Data Storage

1. PlatformManager does not store any personal data, with the exception of the name of the organization, (organization-related) email addresses and first and last names of active accounts using the Software.
2. The Other Party is personally liable for all input files which the Other Party places in the Software.
3. PlatformManager will, at all times, but in any case upon request of the Other Party, remove confidential files if PlatformManager no longer needs to keep them.

4. PlatformManager will make every effort to protect and secure data against loss, theft, and damage. This will be done taking into account the costs of the measures to be taken and the state of the technology. PlatformManager is never liable for any data loss, theft, and/or damage.

Article 19. Penalty Clause

1. If the Other Party violates any provision in these terms and conditions or in the Agreement, the Other Party owes PlatformManager an immediately payable penalty of €25,000 (twenty-five thousand euros) per violation. PlatformManager reserves the right to claim full or partial compensation from the Other Party in addition to the immediately payable penalty.

Article 20. Applicable Law

1. Agreements between PlatformManager and the Other Party are exclusively governed by Dutch law.
2. Disputes between the Parties will be resolved as much as possible through mutual consultation. All disputes between the Other Party and PlatformManager will be exclusively settled by the competent court in the district where PlatformManager is located.

Article 21. Survival

1. The provisions of these general terms and conditions and the Agreement that are intended to remain valid after the termination of the Agreement shall remain in full force after the termination of the Agreement.

Article 22. Modification or Supplementation

1. PlatformManager may unilaterally modify or supplement these general terms and conditions. If this is the case, PlatformManager will inform the Other Party of the changes and/or additions in a timely manner.
2. There will be at least 30 (thirty) days between this notification and the effective date of the amended or supplemented conditions.

Annex 1

End User License Agreement

Article 1. Introduction

Permission to download, install and use the software is conditional upon you, the End User of the Software ("End User"), agreeing to THIS USER LICENSE Agreement ("EULA") which IS BETWEEN the PlatformManager entity that issued the license key as identified IN Table 1 to this EULA ("PlatformManager") and End User. this EULA shall GOVERN End User's USE OF the Platform Manager SOFTWARE AND DOCUMENTATION. End User shall be required to agree to THE EULA APPLICABLE to each UPDATE to the software that End User downloads. capitalized terms not otherwise defined herein are defined in section 10.1.

INSTALLATION OR USE OF THE SOFTWARE BY USER WILL BE DEEMED ACCEPTANCE OF THIS EULA. If End User does not accept the terms of this EULA, or have the authority to enter into this EULA, End User may not download, install or use the Software. IF YOU ARE INSTALLING AND USING THIS SOFTWARE ON BEHALF

OF A USER WHICH IS A CORPORATION, PARTNERSHIP OR OTHER LEGAL ENTITY, SUCH AS YOUR EMPLOYER, YOU REPRESENT AND WARRANT TO PLATFORMMANAGER THAT YOU ARE AUTHORIZED TO ENTER INTO THIS EULA AND ACCEPT THESE TERMS ON BEHALF OF USER. ACCEPTANCE WILL BIND USER TO THESE LICENSE TERMS IN A i ENFORCEABLE CONTRACT WITH PLATFORMMANAGER and End User agrees that this EULA shall be as enforceable as a signed written agreement.

NOTE: THE INSTALLATION OF THIS SOFTWARE WILL INSTALL FILES NECESSARY TO OPERATE THE SOFTWARE ONTO USER'S COMPUTER. OTHER SYSTEM FILES, SUCH AS DYNAMIC LINK LIBRARY (.DLLS) FILES, MAY BE INSTALLED OR UPDATED AND WINDOWS REGISTRY ENTRIES WILL BE MADE. UNINSTALLING THE PROGRAM WILL NOT REMOVE ALL OF THE INSTALLED FILES OR REGISTRY ENTRIES. AS WITH ALL INSTALLATIONS, IT IS RECOMMENDED THAT USER BACK UP ITS HARD DRIVE BEFORE INSTALLING THIS PROGRAM.

Individual Software components, each of which has its own copyright and its own applicable license conditions ("OPEN SOURCE") may be distributed, embedded, or bundled with THE SOFTWARE. Such open source software is separately licensed by its copyright holder. Use of the open source software must be in accordance with its license terms. PLATFORMMANAGER makes no representation, warranty OR OTHER COMMITMENT of any kind regarding such open source software. PLATFORMMANAGER offers no support for such open source software and shall,

TO THE MAXIMUM EXTENT PERMITTED BY LAW, have no liability associated with its use.

Article 2. Grant of License

2.1. License Grant.

Subject to the terms and conditions of this EULA and the payment of all applicable license fees, PlatformManager grants End User a perpetual or subscription (according to the License general terms and conditions) (but subject to termination as provided in Sections 4.2.1, 4.4.2, 6.4 and 7 below), limited, non-exclusive, non-transferable license: (i) to use the Software and the Documentation licensed solely for the internal business operations of End User, as applicable in accordance with this EULA and the Documentation; and (ii) to provide access to and use of the Software to its Permitted Affiliates and Authorized Contractors in accordance with Section 2.2. End User shall maintain an up-to-date written record of the number of copies of the Software in its possession and their location, and, upon request, shall produce such record to PlatformManager. End User shall ensure that all reasonable precautions are taken to safeguard the Software and the Documentation to prevent its misuse.

2.2. Permitted Affiliates, Authorized Third Parties and Authorized Contractors.

In connection with the use of the Software by a Permitted Affiliate, Authorized Third Party and/or Authorized Contractor, End User hereby agrees to: (i) make each such Permitted Affiliate and/or Authorized Contractor aware of the terms of this EULA and the Documentation, including, without limitation, the use limitations contained in Sections 2.1 and 2.3; (ii) monitor each such Permitted Affiliate's, Authorized Third Party's and/or Authorized Contractor's compliance with the terms contained in this EULA and the Documentation; (iii) remain responsible and liable to PlatformManager for any and all violations of the terms contained in this EULA and in the Documentation by any Permitted Affiliate, Authorized Third Party or Authorized Contractor; and (iv) ensure that each Permitted Affiliate, Authorized Third Party or Authorized Contractor agrees to a disclaimer of any liability or responsibility for PlatformManager and its suppliers and licensors with respect to their respective use of the Software and Documentation. Upon request by PlatformManager, End User agrees to confirm the Affiliate status of a particular entity.

2.3. License Restrictions.

Except to the extent required by local copyright or other laws whose application is incapable of exclusion by agreement, End User, its Permitted Affiliates, Authorized Third Parties and/or Authorized Contractors shall not: (i) use, copy, maintain,

distribute, sell, market, sublicense, rent, make corrections to, modify, or create derivative works based on the Software; (ii) reverse assemble, reverse compile, reverse engineer or otherwise translate the Software; (iii) modify, adapt, translate based upon the Software or the Documentation or combine or merge any part of the Software or the Documentation with or into any other software or documentation; (iv) offer, use or sublicense or otherwise commercially exploit the Software as a revenue-generating product or service for the benefit of a third party or in a service bureau, commercial time-sharing, rental, software as a service (SaaS), or outsourcing context except where previously agreed in writing by PlatformManager; or (v) provide the Software or the Documentation to any entity or person other than a Permitted Affiliate, Authorized Third Party or an Authorized Contractor. If a serial number, password, license key or other security device is provided to End User for use with the Software, End User may not, and will not permit its authorized users to, share or transfer such security device with or to any other user of the Software or any other third party.

2.4. Retention of Rights.

PlatformManager and its Affiliates, or their respective suppliers or licensors where applicable, own and retain all right, title and interest in and to the Software and the Documentation, and all of PlatformManager's and its Affiliates', or their respective suppliers' or licensors', patents, trademarks (registered or unregistered), trade names, copyrights, trade secrets and PlatformManager Confidential Information. End User does not acquire any right, title or interest in or to the Software or the Documentation except as expressly set forth herein. End User will not register, nor attempt to register any patent or copyright which, in whole or in part, incorporates any PlatformManager intellectual property without the prior written consent of PlatformManager. In the event that End User makes suggestions, improvements or modifications to PlatformManager regarding new features, functionality or performance that PlatformManager adopts for the Software, such new features, functionality or performance shall be deemed to be automatically assigned under this EULA to, and shall become the sole and exclusive property of, PlatformManager.

2.5. License Back.

As between the parties, End User or any of its Permitted Affiliates, as applicable, will be the sole and exclusive owner of all right, title and interest in and to any PlatformManager (R) Applications created, conceived, developed, made, reduced to practice, or invented by or on behalf of them during the term of this EULA; provided, however, that such ownership is and shall continue to be subject to PlatformManager's underlying ownership interest in and to all of the Software and PlatformManager Confidential Information from which any such Platform Manager(R) Application is derived. For clarity, End User does not receive under this EULA either any license or other right to use any of PlatformManager's proprietary trademarks, including without limitation, the Platform Manager(R) trademark, and all such rights

are hereby reserved by PlatformManager, or any ownership rights in or to any PlatformManager(R) Applications developed or otherwise created by or for PlatformManager in connection with its performance of any professional services on End User's behalf. If, at any time during or after the term of this EULA, End User or any of its Affiliates decides to file any patent application based on or claiming any of the technology, inventions and/or processes used in any such Platform Manager(R) Application (including, without limitation, any enhancements, modifications or improvements made thereto during or after the term of this EULA), then End User will use reasonable efforts to notify PlatformManager in writing within thirty (30) days after the filing of any such patent application or the issuance of any patent based thereon (collectively, "End User Patents"). To the extent permitted by applicable law, End User hereby grants to PlatformManager a royalty-free, fully-paid, irrevocable, non-exclusive, freely sublicensable and transferable license, under all End User Patents, to (i) use, make, have made, sell, offer to sell, develop, design, market, license, distribute and import any product or service, (ii) use or perform any process or method, and (iii) otherwise practice the inventions, technology and/or processes claimed in any End User Patent in every manner.

Article 3. Maintenance

Any maintenance of the Software (i.e. technical support and Updates as defined in Section 10.1), will be provided in accordance with a separate written maintenance agreement entered into between End User and either PlatformManager or one of PlatformManager's authorized resellers or other representatives authorized by PlatformManager to provide maintenance services for the Software.

Article 4. Limited Warranty and Disclaimers

4.1. PlatformManager warrants that for a period of hundred and twenty (120) days from the Availability Date (the "Warranty Period"): (i) the Software will perform substantially in accordance with the Documentation; and (ii) the Software is properly recorded on the media or in the files to be downloaded. There is no warranty after expiration of the Warranty Period. This warranty is void if failure of the Software has solely resulted from accident, abuse, or misapplication or from End User having modified the Software or used it for a purpose or in a context other than the purpose or context for which it was designed.

4.2. End User's first remedy, and PlatformManager's first obligation under this warranty shall be, if End User notifies PlatformManager in writing of the non-conformity within the Warranty Period, at End User's option, either repair or replacement of the non-conforming Software. If PlatformManager finally fails to correct an error or deficiency, End User shall be entitled to issue a final written

deadline of at least one (1) further month for rectification of that error or deficiency. If PlatformManager fails to rectify the error or deficiency within the further one (1) month period, End User shall be entitled to a refund of such amount of the license fee paid by End User which corresponds to the loss of functionality caused by such error or deficiency or to rescind this EULA partially or fully. In case of a full rescission, End User agrees to promptly return the Software to PlatformManager or establish to PlatformManager's satisfaction that it has destroyed/uninstalled the Software. Any additional claims for damages based on statutory law shall be subject to the limitation of liability under Section 5.1.

4.3. Disclaimers. To the extent permitted by law, PlatformManager does not represent, warrant or make any commitment that: (i) the Software will meet End User's requirements; (ii) the Software will operate in combination with other hardware or software, except as expressly specified in the Documentation; or (iii) operation of the Software will be uninterrupted or error free. THE LIMITED WARRANTY STATED IN SECTION 4.1 AND SECTION 4.2 FOR LICENSEES OF PLATFORMMANAGER SET FORTH THE ONLY REPRESENTATIONS AND WARRANTIES CONCERNING THE SOFTWARE AND THE DOCUMENTATION. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN SECTION 4.1 AND SECTION 4.2 AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SOFTWARE, THE DOCUMENTATION AND MAINTENANCE ARE PROVIDED "AS IS", AND PLATFORMMANAGER AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, CONDITIONS AND OTHER TERMS, WHETHER EXPRESS OR IMPLIED (BY STATUTE, COMMON LAW OR OTHERWISE) INCLUDING WITHOUT LIMITATION, AS TO THEIR ACCURACY, TIMELINESS, COMPLETENESS, RESULTS, TITLE, NONINFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EVEN IF PLATFORMMANAGER HAS BEEN INFORMED OF SUCH PURPOSE, AND ANY REPRESENTATIONS, WARRANTIES OR OTHER TERMS ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.

Article 5. Limitation of Liability

5.1. Limitations of Liability.

5.1.1. To the extent permitted by law, except for: (i) its obligations with respect to any Third-party IP Claim as provided in Section 6.1 (Indemnification of Third-party IP Claims); or (ii) claims relating to death or bodily injury caused by its negligence, PlatformManager's and its suppliers', Resellers' and Affiliates' aggregate and cumulative liability for damages (regardless of the form of action, whether in contract, tort (including but not limited to negligence) or otherwise) shall in no event exceed the amount of fees paid by End User under this EULA for the Software in respect of

which the claim arose and, if such damages relate to particular Software, such liability shall be limited to the fees paid for such Software.

5.1.2. Except for End User's: (i) non-compliance with the use restrictions contained within this EULA or violation of PlatformManager's intellectual property rights; (ii) breach of its obligations under Section 8 (Confidentiality); (iii) breach of its obligations under Section 10.4 (Export Controls); (iv) negligence resulting in death or bodily injury; (v) obligation to pay; and/or (vi) fraud or fraudulent misrepresentation, End User's aggregate and cumulative liability for damages, regardless of the form of action, whether in contract, tort (including but not limited to negligence) or otherwise, shall in no event exceed the total amounts paid and payable by End User to the Reseller for: (a) all the PlatformManager products ordered prior to the effective date of this EULA; and (b) the Software supplied pursuant to this EULA.

5.1.3. No Consequential Damages. TO THE EXTENT PERMITTED BY LAW, EXCEPT FOR USER'S: (I) NON-COMPLIANCE WITH THE USE RESTRICTIONS CONTAINED WITHIN THIS EULA OR VIOLATION OF PLATFORMMANAGER'S INTELLECTUAL PROPERTY RIGHTS; AND/OR (II) BREACH OF USER'S OBLIGATIONS PURSUANT TO SECTION 8 (CONFIDENTIALITY) OR SECTION 10.4 (EXPORT CONTROLS), IN NO EVENT SHALL EITHER PARTY OR ITS RESPECTIVE SUPPLIERS, RESELLERS OR AFFILIATES BE LIABLE FOR ANY LOSS OF PROFITS OR REVENUES, SAVINGS, GOODWILL, DATA OR INACCURACY OF ANY DATA OR COST OF SUBSTITUTE GOODS OR SOFTWARE REGARDLESS OF THE THEORY OF LIABILITY OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS, HOWSOEVER ARISING, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

5.2. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET FORTH IN THIS EULA SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

5.3. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY SET FORTH ABOVE. ACCORDINGLY, SOME OF THE LIMITATIONS MAY NOT APPLY TO USER. TO THE EXTENT THAT PLATFORMMANAGER MAY NOT, AS A MATTER OF MANDATORY APPLICABLE LAW, DISCLAIM ANY IMPLIED WARRANTY OR LIMIT ITS LIABILITIES, THE SCOPE OR DURATION OF SUCH WARRANTY AND THE EXTENT OF PLATFORMMANAGER'S LIABILITY SHALL BE THE MINIMAL PERMITTED UNDER SUCH APPLICABLE LAW.

5.4. Third Party Beneficiaries. Nothing in this EULA will create any rights in favor of any third party including any rights pursuant to the UK's Contracts (Rights of Third Parties) Act 1999 or other applicable law. This shall not affect any right or remedy of a third party that exists or is available apart from that Act or such other applicable law.

Article 6. Indemnification of Third-party IP Claims

6.1. Intellectual Property Infringement.

Subject to the provisions of Sections 5 and 6.5, PlatformManager will defend End User and its Permitted Affiliates (each, an "Indemnitee" and together, the "Indemnitees") against any Third Party IP Claim.

6.2. Conditions.

PlatformManager's indemnification obligations under Section 6.1 are subject to the following conditions: (i) the applicable Indemnitee(s) will provide PlatformManager with prompt written notice of any Third-party IP Claim; (ii) the applicable Indemnitee(s) will permit PlatformManager to assume and control the defense and settlement of any Third-party IP Claim; (iii) the applicable Indemnitee(s) will not prejudice the defense of any Third-party IP Claim; (iv) the applicable Indemnitee(s) will mitigate such damages, costs and expenses, as far as reasonably possible and (v) the applicable Indemnitee(s) will provide PlatformManager with such assistance, documents, authority and information as it may reasonably require in relation to any Third-party IP Claim and defense or settlement thereof.

6.3. Exceptions.

To the extent permitted by law, PlatformManager will have no liability to End User under Section 6.1 for any Third-party IP Claim that: (i) arises out of any unauthorized use, reproduction, or distribution of the Software or the Documentation by any Indemnitee; (ii) arises out of any modification or alteration of the Software or the Documentation by anyone other than PlatformManager without the written approval of PlatformManager; (iii) arises out of the use of the Software in combination with any other software or equipment not supported in the Documentation; or (iv) would have been avoided by use of the latest Update of the Software and Documentation.

6.4. PlatformManager Option.

If the Software becomes, or in PlatformManager's opinion is likely to become, the subject of a Third-party IP Claim, PlatformManager shall be entitled, at its own expense and option, to elect to either: (i) procure the right for End User and/or its applicable Permitted Affiliates to continue using the Software in accordance with the provisions of this EULA; (ii) make such alterations, modifications or adjustments to the Software so that the infringing Software becomes non-infringing without incurring a material diminution in performance or function; (iii) replace the Software with a non-infringing substantially similar substitute; or (iv) if PlatformManager determines that neither (i), (ii) nor (iii) can be achieved after the exercise of commercially reasonable efforts, terminate the license for the affected Software and refund to End

User all amounts paid by End User to Reseller as license fees with respect to the affected Software, less an amount equal to depreciation of such license fees calculated on a three-year straight-line basis from the Availability Date. Upon payment of any refund, End User acknowledges and agrees that the license for such Software will be deemed to have automatically terminated.

6.5. Sole and Exclusive Remedy.

THE FOREGOING STATES PLATFORMMANAGER'S ENTIRE OBLIGATION AND LIABILITY (WHICH IN RELATION TO LICENSEES OF PLATFORMMANAGER SHALL, IRRESPECTIVE OF THE LEGAL GROUNDS, IN NO EVENT EXCEED THE LIMITATIONS SET OUT IN SECTION 5.1), AND USER'S SOLE RIGHT AND REMEDY, FOR INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

Article 7. Termination

This EULA is effective until terminated. PlatformManager may terminate this EULA immediately at any time by written notice to End User if End User has breached any of the terms of this EULA. Upon termination, the license(s) to use the Software hereunder shall terminate and End User agrees to promptly uninstall, destroy or return to PlatformManager all copies of the Software and Documentation and to certify in writing that all known copies, including backup copies, have been uninstalled, destroyed or returned to PlatformManager. All provisions relating to confidentiality, PlatformManager's ownership and proprietary rights, limitations of liability, disclaimers of warranties, waiver, audit and governing law and jurisdiction shall survive the termination of this EULA. Termination shall not affect or prejudice either party's rights accrued as at the date of termination.

Article 8. Confidentiality

End User agrees to hold in confidence Confidential Information until End User receives written notice from PlatformManager that the Confidential Information ceases to be confidential. End User further agrees that End User shall not use Confidential Information except to the extent necessary to exercise the license granted to End User by PlatformManager hereunder. End User will protect Confidential Information from unauthorized distribution and use with the same degree of care that End User uses to protect its own like information, but in no event less than a reasonable degree of care. End User acknowledges and agrees that, due to the unique nature of the Confidential Information, there can be no adequate remedy at law for breach of this Section 8 and that such breach would cause irreparable harm to PlatformManager; therefore PlatformManager will be entitled to

seek immediate injunctive relief, in addition to any remedies otherwise available at law or under this EULA.

Article 9. Verification and Audit

9.1. Verification.

At PlatformManager's written request, but not more frequently than once annually, End User shall furnish PlatformManager with a document signed by End User's authorized representative verifying that the Software is being used pursuant to the terms of this EULA and the Documentation. In the event that End User is not in compliance with the terms of this EULA, End User shall promptly report any discrepancies in the verification document. End User agrees to implement reasonable security controls to ensure compliance with the intended use of the Software authorized by this EULA.

9.2. Audit.

During the term of this EULA and for a period of one (1) year thereafter, upon PlatformManager's written request, but no more frequently than once per year, PlatformManager or an independent and reputable agent or accounting firm chosen by PlatformManager will be provided reasonable access during End User's normal business hours to examine End User's records and computer equipment, at PlatformManager's expense, for the purpose of auditing End User's obligations under this EULA. PlatformManager's written request for audit will be submitted to End User at least fifteen (15) days prior to the specified audit date. If End User is not in material compliance with the terms of this EULA, then notwithstanding any rights or remedies available to PlatformManager in respect of such non-compliance, End User shall reimburse PlatformManager for the expenses incurred by PlatformManager in conducting the audit.

Article 10. General Provisions

10.1. Definitions.

10.1.1. "Affiliate" means any entity which controls, is controlled by, or is under common control with PlatformManager or End User, as applicable, where "control" means the legal, beneficial or equitable ownership of at least a majority of the aggregate of all voting equity interests in such entity, but only for so long as such control exists.

10.1.2. "Authorized Contractor" means any third-party contractor(s) or service provider(s) authorized by End User to perform services for End User.

10.1.3. "Authorized Third Party" means any non-employee external third party located outside End User's firewall that is authorized by End User to use the Platform Manager(R) Application.

10.1.4. "Availability Date" means the later of the dates when: (i) the Software is made available for download by End User from PlatformManager's website; and (ii) the license keys for that Software are made available to End User.

10.1.5. "Confidential Information" means any confidential or proprietary information which relates to PlatformManager's trade secrets, Software, source code for the Software, the Documentation, services, deliverables, training materials, technology, research, development, pricing, product plans, marketing plans, business information, proprietary materials including visual expressions, screen formats, report formats, design features, ideas, methods, algorithms, formulae, and concepts used in the design and all future modifications and enhancements. Confidential Information shall also include third party data or information that was disclosed to End User under a duty of confidentiality. Confidential Information also includes any information, in whatever form, disclosed or made available by PlatformManager to End User that relates to or is contained within PlatformManager Confidential Information and that is not publicly known. Confidential Information does not include information that: (i) enters the public domain through no fault of End User; (ii) is communicated to End User by a third party under no obligation of confidentiality; (iii) has been independently developed by End User without reference to any Confidential Information; (iv) was in End User's lawful possession prior to disclosure and had not been obtained either directly or indirectly from PlatformManager; and (v) is required to be disclosed by law, provided End User has promptly notified PlatformManager in writing of such requirement and allowed PlatformManager a reasonable time to oppose such requirement.

10.1.6. "Covered Jurisdiction" means the jurisdiction corresponding to the PlatformManager entity contracting party under this EULA.

10.1.7. "Documentation" means the then-current End User documentation published and made generally available by PlatformManager for the Software in the form of manuals and function descriptions in printed or electronic form, as the same may be modified by PlatformManager from time to time. The terms contained in this Documentation are hereby incorporated into this Agreement by reference.

10.1.8. "Permitted Affiliate" means an Affiliate of End User that is permitted to use the Software and Documentation in accordance with Section 2.2.

10.1.9. "Platform Manager(R) Application" means any program or other application (e.g., script) that is designed to integrate and be used with the Software and that allows Users to request, update and manipulate data which is displayed via the Software and to generate reports and other information from such data.

10.1.10. "Reseller" means the PlatformManager authorized reseller from which End User has purchased the Software.

10.1.11. "Software" means: (i) the version of PlatformManager's proprietary Platform Manager(R) software in object code form licensed under this EULA; and (ii) any Updates thereto made available to Users who are current on their maintenance fees.

10.1.12. "Third-party IP Claim" means any claim, suit or proceeding brought by a third party to the extent such claim, suit or proceeding is based upon an allegation that the Software, unmodified and in the form originally delivered to End User by PlatformManager directly infringes (i) any copyright, trademark, or trade secret, or (ii) any patent issued as of the effective date of this EULA, and in the case of each of (i) and (ii), only if such direct infringement occurs in any Covered Jurisdiction.

10.1.13. "Updates" means any error corrections (patches) to the Software or a new version or new release of the Software, as the context requires, that PlatformManager makes generally available to its customers at no additional charge who are current on their maintenance fees. Updates shall not include new or separate products, including, without limitation, any new version, which PlatformManager offers only for an additional fee to its customers generally, including those customers who have purchased maintenance.

10.1.14. "View" means to view reports, data and other information as displayed via a Platform Manager(R) Application within the Software, but not to create, update or share any data, or administer any field changes to or in connection with the Software.

10.2. Assignment. End User will not assign or transfer this EULA or its rights and obligations under this EULA to any party without the prior written consent of PlatformManager. For purposes of this Section 10.2, any change of control of End User, whether by merger, sale of equity interests, or otherwise, will constitute an assignment requiring the prior written consent of PlatformManager. Any attempt by End User to assign this EULA or its rights and obligations hereunder in violation of this Section 10.2 will be null and void, and will constitute a material breach of this EULA.

10.3. Entire Agreement.

To the extent permitted by law, this EULA supersedes all prior or contemporaneous agreements or representations including all non-disclosure or confidentiality agreements, whether written or oral, concerning the subject matter hereof. No addition to, or modification of, any provision of this EULA shall be binding upon the parties unless expressly stated to amend the terms hereof and approved by a duly authorized representative of each party. End User represents and acknowledges that in entering into this EULA it did not rely on any representations (whether innocent or negligent), warranties, or terms other than those expressly set forth in

the Documentation and this EULA. The English language version of this EULA shall be the version used when interpreting or construing this EULA.

10.4. Export Controls.

10.4.1. End User acknowledges that the license to use the Software hereunder may be subject to the export control laws of the United States which may include, without limitation, the United States Export Administration Regulations, the Trading With the Enemy Act, the International Emergency Economic Powers Act, the Arms Export Control Act and regulations promulgated by the United States Department of the Treasury's Office of Foreign Assets Control ("OFAC"), as amended from time to time (collectively, the "Export Control Laws"). End User agrees that all actions taken by End User in furtherance of fulfillment of this EULA will be in compliance with applicable Export Control Laws. End User agrees to comply with all applicable Export Control Laws. In addition, End User agrees that it will not export, reexport, transfer or license any Software to any parties that are named as a "Specially Designated National" or "Blocked Person" as designated by the OFAC (which is currently published under the Internet address <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

10.4.2. If End User knows, or if acting reasonably, should know, that the Software could be exported, transferred or licensed in a manner violating applicable Export Control Laws, End User shall immediately notify PlatformManager. Furthermore, if PlatformManager suspects or determines, in its sole and absolute discretion, that any sale of the Software to End User may violate applicable Export Control Laws, End User acknowledges and agrees that PlatformManager may refuse to accept such order for the Software and such refusal will not be a breach of this EULA.

10.4.3. End User agrees to defend, indemnify, and hold harmless PlatformManager and its Affiliates and their respective directors, officers, agents, employees, contractors, and assigns from and against any and all losses, liabilities, demands, claims, damages, suits, judgments, fines and penalties including attorney's fees which arise from or in connection with any violation by End User of applicable Export Control Laws.

10.5. Compliance with Laws.

End User agrees at all times to comply with applicable laws and regulations in its performance of this EULA, including, without limitation, the provisions of the United States' Foreign Corrupt Practices Act ("FCPA") and the United Kingdom's Bribery Act 2010 ("Bribery Act"). End User will indemnify, defend and hold harmless PlatformManager and its respective officers, agents and employees from and against any and all losses, costs, claims and other liabilities arising out of, relating to or resulting from End User's failure to comply with the provisions of applicable laws or the FCPA or the Bribery Act.

10.6. Governing Law and Jurisdiction.

This EULA is governed by the law of the jurisdiction set out in Table 1 corresponding to the PlatformManager entity contracting party under this EULA identified in Table 1 (excluding the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded). Any suit, action or proceeding arising out of or relating to this EULA (including any non-contractual dispute or claim) will be brought before the courts or arbitration board set out in Table 1 corresponding to the PlatformManager entity contracting party under this EULA identified in Table 1 and the parties hereby expressly and irrevocably submit to the jurisdiction of such courts for the purpose of any such suit, action, or proceeding.

10.7. Waiver of Jury Trial.

TO THE EXTENT USER IS ABLE TO WAIVE SUCH RIGHT UNDER APPLICABLE LAW, End User expressly waives any right to a jury trial regarding disputes related to this EULA.

10.8. Notices.

All notices and other communications given or made pursuant to this EULA concerning a breach, violation or termination hereof will be in writing and will be delivered: (a) by certified or registered mail; (b) by an internationally recognized express courier; or (c) by facsimile, with confirmation of successful transmission. All notices or other communications to PlatformManager shall be addressed to: the PlatformManager entity contracting party under this EULA identified in Table 1, ATTENTION: LEGAL DEPARTMENT. All notices to End User shall be sent to the address provided by End User to the Reseller.

10.9. Relationship between the Parties. PlatformManager is an independent contractor.

Nothing in this EULA shall be construed to create an agency, joint venture, partnership, fiduciary relationship, joint venture or similar relationship between the parties.

10.10. Severability.

If any provision of this EULA is invalid or unenforceable, that provision shall be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its invalidity or unenforceability, and the other provisions of this EULA shall remain in full force and effect. Any term which refers to a legal concept or process which exists in one jurisdiction shall be deemed to include a reference to the equivalent or analogous concept or process in any other jurisdiction in which this EULA may apply or to the laws of which a party may be or become subject.

10.11. Successors.

All terms of this EULA shall be binding upon, inure to the benefit of, and be enforceable by and against the respective successors and permitted assigns of PlatformManager and End User.

10.12. Waiver.

No term of this EULA shall be deemed waived and no breach or default excused unless such waiver or excuse shall be in writing and signed by the party issuing the same.

10.13. Limitation.

No action, regardless of form, arising out of this EULA may be brought by End User more than one (1) year after the cause of action arose.

10.14. US Government Restricted Rights.

If the Software is acquired by or on behalf of a unit or agency of the United States Government, End User agrees that such Software or Documentation is "Commercial computer software" or "commercial computer software" or "commercial computer software documentation" and that, absent a written agreement to the contrary, the United States Government's rights with respect to such Software are limited by the terms of this EULA, pursuant to FAR 12.212(a) and/or DFARS 227.7202-1(a), as applicable.