

This software license (the "License") is a binding agreement between the Customer ("You" or "Your") and the relevant Innovyze company, as determined by Your location as detailed in section 9.2 ("Us", "Our" or "We"), for the rental of the software described in the Quotation/Invoice that refers to this License.

1. DEFINITIONS.

- 1.1 "Authorized Users" means the users authorised to access and use the Software, as set out in the Quotation/Invoice.
- 1.2 "Commencement Date" means the date when We provide You with the Initialization Key.
- 1.2 "Contract" means this License and the Quotation/Invoice.
- 1.3 "Contractor" means a third party engaged by You for internal data processing, consulting, product customisation, or internal information management.
- 1.4 "Evaluation License" (also referred to as demonstration license) means the demonstration version of the Software which We may supply to You for specific trial period(s) for use in non-production environments;
- 1.5 "Fees" means the fees paid by You for the License, as specified in the Quotation/Invoice.
- 1.6 "Initialization Key" means the key we supply to You to enable You to access and use the Software for the duration of the License to the extent permitted pursuant to the Quotation/Invoice.
- 1.7 "LAN" and/or "WAN" means respectively a Local and/or a Widearea network.
- 1.8 "Maintenance Services" means product support and maintenance services.
- 1.9 "Quotation/Invoice" means a document that we produce and that refers to this License and describes in greater detail Your order-specific information including, but not limited to: Your billing information, the duration of the License, the method of delivery and pricing. Such information is incorporated into this License by reference.
- 1.10 "Software" means the Software as specified in the Quotation/Invoice.
- 1.11 "Term" means the duration of the License as specified in the Quotation/Invoice
- 1.12 "Updates" means any update, release, or enhancement that may be provided by way of support.
- 1.13 "Website" means Our website at www.innovyze.com.

2. LICENSE.

- 2.1 **License Grant.** Subject to Your compliance with this License, You are granted, for the Term, a limited, non-exclusive, personal and non-transferable license for access to and use of the object code of the Software by the number of Authorised Users and at the premises specified in the Quotation/Invoice, in accordance with the terms and conditions of this License. Each Quotation together with this License shall constitute a separate severable Contract between You and Us. Unless You have subscribed to a Demo License, in which case clause 2.8 applies, You may use the Software for Your business purposes in a live production environment to deliver services to Your clients. In the event of a WAN license being specified in the Quotation/Invoice then You may only permit access to the WAN from locations specified in the current Quotation/Invoice. You may have a single back up copy for disaster recovery purposes and which may only be used as a temporary replacement and never contemporaneously with the original Software product.
- 2.2 **Fixed Seat License.** A fixed seat license configuration permits the installation and use of the Software on a single computer at any one time. The Software may be uninstalled and reinstalled on a different computer (not to exceed more than 2 (two) times per year) at the same location so long as the number of fixed seat licenses does not exceed the number purchased. In the event that the computer on which the Software is installed is lost, stolen or corrupted so that You can no longer take the benefit of the Software then We will provide you with a Recovery Licence by reinstalling the Software on a different computer. However, We shall only provide a maximum of 2 (two) Recovery Licences per year (each year commencing on the anniversary of this Agreement) and You shall be required to provide us with all information and documentation We reasonably required in order to satisfy Us that the computer on which the Software was initially installed has been lost, stolen or corrupted.
- 2.3 **Floating Seat License.** A floating seat license configuration is installed on a centrally accessible computer or server (LAN or WAN) and consists of the numbers and combinations (sizes and types) of floating seat licenses purchased. The number of authorized concurrent floating seat licenses indicated on the approved Quotation may not be exceeded at any office location. Software granted as WAN or LAN licenses are limited to the office location or country to which they are issued, respectively. As permitted, licenses of the Software may be checked out to a specific computer for the purpose of operating remotely or for other purposes, and that checked out license will not be available to any other computer until returned. A floating seat license, once issued, may not be divided into multiple floating seat licenses. Licensee must take reasonable steps to ensure that the number of users of the Software at any one time does not exceed the number of licenses for the Software that you have obtained from Innovyze.
- 2.4 **Delivery.** We shall provide the Software to You in accordance with the method set out on the Quotation/Invoice. The Software may either be downloaded from Our Website or it will be supplied to You on a physical medium. Once the Software has been installed or downloaded, We will issue You with an Initialization Key to enable You to activate and operate the Software for the duration of the License. Time of delivery of the Software and/or Maintenance Services shall not be of the essence.
- 2.5 **License Restrictions.** Except as expressly permitted by this License, You may not: (i) lease, loan, resell, sublicense, or otherwise distribute the Software; (ii) use the Software to provide or operate Application Service Provider (ASP), service bureau, marketing, training, or any other commercial service related to the Software; (iii) use the Software to develop a product which is competitive with any of the software programs manufactured and/or marketed by Us; (iv) permit third-party access to, or use of, the Software, except as expressly permitted herein ; or (v) use the Software beyond the Term of this License. You shall promptly notify Us if You become aware of any unauthorised third party access to, or use of, the Software.
- 2.6 **Contractors.** You may permit access to, and use of, the Software by a Contractor, provided that: (i) the Contractor agrees to comply with the terms of this License and to access and use the Software solely for purposes of rendering services to You; and (ii) the total number of Authorised Users accessing and using the Software on behalf of You and/ or Contractor must not exceed the number of Authorised Users set out in the Quotation/Invoice. You shall be responsible and liable for Contractor's compliance with the terms of this License. Upon completion of Your services by Contractor, You shall, upon Our request, certify in writing that Contractor has un-installed and destroyed all copies of the Software within thirty (30) days of such completion of services and You will give Us any reasonable assistance We may request to ensure Contractor complies with this clause.
- 2.7 **Product Ownership and Restrictions.** All intellectual property rights and title to the Software and any related materials shall remain with Us and no interest or ownership therein is conveyed to You. No right to copy/modify (even for purposes of error correction), adapt, or translate the Software or create derivative works therefrom is granted to You, except as necessary to configure the Software using the menus, options and tools provided for such purposes and contained in the Software. All copyright, trademark, patent, and related proprietary notices incorporated in the Software shall be duplicated by You on all copies or extracts thereof and shall not be altered, removed, or obliterated. Except as required to be permitted by applicable law, reverse compiling (including reverse compiling to ensure interoperability), reverse engineering and other source code derivation of the Software is prohibited. You will restrict access to and use of the Software to those of Your employees who require access for the purposes of exercising Your rights and carrying out Your obligations under this License only and will ensure that each such person observes all of the terms of this License.
- 2.8 **Evaluation Licenses.** We may offer Evaluation Licenses to Our customers. These are fixed term trials of the Software for a period communicated by Us to You in writing. If You have subscribed to a Evaluation License You agree that Your use of the Software is limited to non- commercial use only. Any attempt by You to use the Software for commercial purposes will constitute a material breach of this License.
- 2.9 **Time Out Warning.** You acknowledge and agree that, regardless of the type of License to which You subscribe, the Software will automatically "time out" (that is to say, cease to operate) at the end of the Term without any prior warning. In the event that You wish to continue using the Software beyond the end of the Term, You must notify Us in writing and pay the requisite additional Fees and we will then issue You with a new Initialization Key.

3. MAINTENANCE AND ADDITIONAL SERVICES.

- 3.1 Maintenance Services are an inclusive part of this License unless otherwise specified in the Quotation/Invoice.
- 3.2 **Additional Services.** Training may be obtained by You on an as-available basis and at mutually agreed rates in accordance with a separate agreement. Should We agree to provide additional services, the payment of the Fees under this License shall not be contingent under any circumstances upon the performance of any such services including installation and implementation services.

4. FEES

- 4.1 **Fees.** Fees or other charges shall be as specified in the Quotation/Invoice. All amounts payable under this License are non-refundable and not subject to set off or deduction by You.
- 4.2 **Invoicing and Payment.** We will invoice You for the Fees in accordance with the billing terms set out in the Quotation/Invoice. The Software is "Time-Controlled" and therefore any amount payable by You to Us hereunder which is past due will result in the Software ceasing to function. The receipt or request for payment of such amounts shall not prejudice Our rights with respect to Your failure to pay on the due date.
- 4.3 Failure to pay shall result in the automatic suspension of all licenses and services but not the obligation to pay.

5. LIMITATION OF LIABILITY.

- 5.1 To the maximum extent permitted by applicable law, in no event will We or any of Our third party suppliers be liable to You or any third party for any indirect, special, incidental, consequential loss or punitive damages, or for any lost profits or revenues, loss or inaccuracy of any data, or cost of substitute products, regardless of the theory of liability (including negligence) and even if we have been advised of the possibility of such loss.
- 5.2 Subject to clause 5.3, Our and Our suppliers' total liability to You shall be limited to 110% of the Fees paid or payable by You to Us under this License in the twelve (12) months immediately preceding the date of the event giving rise to the loss or damage.
- 5.3 In no event shall You raise any claim under this License more than one year after (i) the discovery of the circumstances giving rise to such claim; or (ii) the date of termination of this License.
- 5.4 Nothing in this License shall exclude or limit either party's liability for (i) death or personal injury caused by that party's negligent act or omission or by willful default; or (ii) fraudulent misrepresentation.
- 5.5 Except for express warranties stated in this License and to the maximum extent permitted by law, the Software, Maintenance Services and any other services provided to You by Us under this License are provided "as is", and all warranties, conditions and other terms implied by statute or common law are excluded from this License.

6. THIRD PARTY CLAIMS.

- 6.1 We shall: (i) defend, or at Our option settle, any claim brought against You to the extent that it is based on an allegation that the Software infringes a third-party patent, trade-mark or copyright of the country in which You take delivery of the Software; and (ii) indemnify and hold You harmless from all damages, costs and expenses finally awarded against You by a court of competent jurisdiction or agreed to by way of a settlement entered into by Us on Your behalf, **provided that:** You (i) notify Us promptly of each such claim; (ii) give Us sole control of the defence and/or settlement of the claim; (iii) fully cooperate with Us in the defence or settlement of the claim; (iv) mitigate such damages, costs and expenses as far as is reasonably possible; and (v) take no action that may prejudice Our ability to defend the claim.
- 6.2 If all or any part of the Software is, or in Our opinion is likely to become, the subject of a claim of infringement, We may at Our sole discretion: (i) procure for You the right to use the Software or the affected part thereof; (ii) replace the Software or affected part with other software that has the same or additional functionality; (iii) modify the Software or affected part to make it non-infringing; or (iv) if none of the foregoing remedies is commercially feasible as determined by Us in Our sole discretion, We shall refund, upon return of the infringing Software, a pro-rated (over a maximum 12 month period on a straight-line basis) portion of the rental payments paid by You to Us for the Software or the affected part.
- 6.3 We shall have no liability or other obligations to the extent a claim is based on: (i) failure to use an Update provided by Us, if infringement could have been avoided by use of the latest version of the Software; (ii) combination, operation, or use of the Software with other products not provided by Us, if such infringement would have been avoided in the absence of such combination, operation, or use; (iii) Your use of the Software in any manner inconsistent with the applicable license terms and conditions; (iv) modification, alteration, or enhancement to the Software not performed or expressly authorised by Us; (v) the furnishing to You of any information, service or technical support by a third party; (vi) non-licensed use of the Software; or (vii) Our compliance with Your designs, specifications or instructions.

The foregoing provisions of this section state the entire liability and obligation of Us and Your exclusive remedy for claims of infringement of third party rights

7. TERM AND TERMINATION.

- 7.1 This License shall commence on the Commencement Date and shall continue for the Term.
- 7.2 Notwithstanding the foregoing, if: (i) You breach this License in any way whatsoever; or (ii) You make an assignment for the benefit of creditors or proceedings are commenced by or for You under any bankruptcy, insolvency, or debtor's relief then We reserve the right to immediately terminate this Contract and/or at Our sole option to terminate any other Contract You have with Us. 7.3 Termination shall not relieve You from Your obligation to pay any Fees that remain unpaid and shall not limit either party from pursuing other available remedies.
- 7.4 Upon termination by Us of this License or any part thereof, We shall have no obligation to refund to You any Fees paid by You.
- 7.5 On termination of this License, You must certify in writing to Us that You have immediately un-installed and destroyed all copies of the Software within thirty (30) days of such revocation/expiration.
- 7.6 Any termination of this License shall not affect the accrued rights and liabilities of the parties at the date of termination. The following clauses survive termination of this License: 4, 5, 6, 7, and 8 and 9.

8. RESTRICTED RIGHTS FOR U.S. GOVERNMENT CUSTOMERS

Our commercial software and computer software documentation is provided to United States Government agencies in accordance with the terms of this License, with restricted rights, and per subparagraph "(c)" of the "Commercial Computer Software- Restricted Rights" clause at FAR 52.227-19 (June 1987). For DOD agencies, the restrictions set forth in the "Technical Data-Commercial Items" clause at DFARS 252.227-7015 (Nov 1995) shall also apply. Manufacturer is the licensing entity specified in clause 9.2

9. GENERAL

- 9.1 **Confidential Information.** Each party receiving Confidential Information ("Recipient") shall retain in confidence and require its employees, agents, and contractors to retain in confidence all Confidential Information of the other party ("Discloser"). "Confidential Information" means (i) the terms and conditions of this License, (ii) all financial terms and conditions contained in any Quotation/Invoice we may have provided for You; (iii) the Software as well as results of any product benchmark or similar tests (whether performed by Us, You, or any third party); and (iv) any information, in written or other tangible form, which has been conspicuously marked by Discloser as "confidential" or "proprietary" or if not so marked, was indicated at the time of disclosure to be confidential and is later summarised and confirmed as confidential in writing transmitted to Recipient within ten (10) days after disclosure. Recipient shall protect Discloser's Confidential Information in the same manner Recipient protects its own Confidential Information of similar importance, but in no event with less than reasonable care. Confidential Information shall remain the sole property of the Discloser and shall not be disclosed to any third party without Discloser's express written consent (except, solely to employees, agents, advisors, attorneys, consultants, and subsidiaries, who need to know and are bound by a written agreement with Recipient to maintain the confidentiality of such Confidential Information in a manner consistent with this License). Confidential Information shall not include any information that: (i) is or becomes publicly available without the Recipient's breach of any obligations owed to the Discloser; (ii) is known to the Recipient prior to the Discloser's disclosure of such information to the Recipient; (iii) becomes known to the Recipient from a source other than the Discloser without a breach of an obligation of confidentiality owed to the Discloser; or (iv) is independently developed by the Recipient. Notwithstanding the foregoing, We may disclose that You are Our customer. In addition, either party may disclose information in compliance with applicable law or a court order, provided the Discloser is given reasonably prompt notice thereof.

- 9.2 **Governing Law and Jurisdiction.** Innovyze operates through several different entities located in different global locations. Depending on the country where Your address is located (as indicated on the Quotation/Invoice), this License is subject to the laws of the country or state as set out below and to the exclusive jurisdiction of the courts of that country or state. This clause is without prejudice to Our rights to bring proceedings in any other jurisdiction where You are incorporated or have assets to enforce any ruling made by the relevant courts.

Your location: Continental North and South America

Innovyze corporate entity: Innovyze LLC, a limited liability company incorporated in the United States of America and whose registered office address or principal place of business is The Landmark @ One Market, Suite 400, San Francisco, CA 94105, USA, Attention: Chief Legal Officer/General Counsel. Governing Law and Jurisdiction: Oregon

Your location: Australasia, Remainder of Asia

Innovyze corporate entity: Innovyze Pty Ltd, a company incorporated in Australia and whose registered office address or principal place of business is 470 Saint Pauls Terrace, Fortitude Valley, Brisbane, Queensland 4006, Australia.
Governing Law and Jurisdiction: Australia

Your location: Europe, Middle East, Africa, India

Innovyze corporate entity: Innovyze Limited, a company registered in England and Wales and whose registered office address is at Oxford Square, St. Anne's House, 9-21 Oxford Street, Newbury RG14 1JQ, United Kingdom.
Governing Law and Jurisdiction: England

- 9.3 **Integration and Amendment.** This License and the Quotation/Invoice constitutes the entire agreement between the parties and supersedes all prior or contemporaneous conditions, agreements, communications or representations, whether oral or written, relating to the subject matter hereof. Neither party has relied on any statement or representation by an employee or agent of the other party in entering into this License. Except as permitted herein, this License may not be modified or any term or condition waived except in writing signed by a duly authorised representative of each party.
- 9.4 **Assignment.** Neither this License nor any right, obligation, or product licensed hereunder may be assigned by You without Our prior written consent. Any purported assignment in violation of the foregoing is void. Subject to the foregoing, the provisions of this License shall be binding upon and inure to the benefit of the parties, and their permitted successors and assigns.
- 9.6 **Waiver.** If any provision of this License is declared unlawful, void, or unenforceable, then that provision shall be limited to the extent enforceable, or otherwise severed, and will not affect the validity and enforceability of the remaining provisions. No waiver of any contractual right will be effective unless in writing by an authorised representative of the waiving party. No waiver of a contractual right will be deemed a waiver of any future right.
- 9.6 **Force Majeure.** Except with respect to the obligation to pay Fees when due hereunder, neither party shall be deemed in default of this License because of a delay or failure in performance of its obligation resulting from any cause beyond its reasonable control (a "Force Majeure"), provided it gives reasonably prompt notice of the Force Majeure condition to the other party and uses reasonable efforts to mitigate the delay or failure.
- 9.7 **Notices.** Any notices required or permitted to be given hereunder shall be delivered by personal delivery, express courier, or recorded delivery, postage prepaid, return receipt requested, to a party's address set forth in the Quotation/Invoice, or if to Us to the address of the Innovyze entity with whom You have contracted, as set out above. A notice shall be deemed effective when actually delivered. Either party may change its address for purposes of this License by written notice given in accordance herewith.
- 9.8 **Rights of Third Parties.** Notwithstanding any other provision in this License, nothing in this License shall create or confer (whether expressly or by implication) any rights or other benefits whether pursuant to the Contracts Rights of Third Parties) Act 1999 or otherwise in favour of any person not a party hereto, except with respect to Microsoft software included in the Software. Microsoft is a third party beneficiary with the right to enforce its rights in its software.
- 9.9 **Intellectual Property Rights/Remedies.** Nothing in this License waives or limits the equitable rights or remedies available to Us to protect Our rights in the Software, including those available under copyright law, international treaties or national copyright and intellectual property laws of the countries in which You use the Software.