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1. DEFINITIONS.

- 1.1 "Authorised 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.
- 1.3 "Contract" means this License and the Quotation/Invoice.
- 1.4 "Contractor" means a third party engaged by You for internal data processing, consulting, product customisation, or internal information management.
- 1.5 "Demonstration License" means the demonstration version of the Software which We may supply to Our customers for trial periods for use in non-production environments.
- 1.6 "Fees" means the fees paid by You for the License, as specified in the Quotation/Invoice.
- 1.7 "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.
- 1.8 "LAN" and/or "WAN" means respectively a Local and/or a Wide area network.
- 1.9 "Maintenance Services" means product support and maintenance services.
- 1.10 "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.
- 1.11 "Software" means the Software as specified in the Quotation/Invoice.
- 1.12 "Term" means the duration of the License as specified in the Quotation/Invoice
- 1.13 "Updates" means any update, release, or enhancement that may be provided by way of support.
- 1.14 "Website" means Our website at www.innovyze.com.

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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.

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4. FEES.

5. 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.

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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 wilful 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.

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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.

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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.

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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 under 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, and 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

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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 right in its software

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