

# ANZOGRAPH® DB

## END USER LICENSE AGREEMENT

IMPORTANT: READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING AND USING THE SOFTWARE. CAMBRIDGE SEMANTICS INC. ("CSI") GRANTS YOU ACCESS TO AND USE OF THE SOFTWARE ONLY IF YOU ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY ACCESSING AND USING THE SOFTWARE, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF YOU AND ANY COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT ("YOU").

### 1. OWNERSHIP

The AnzoGraph DB software and any accompanying documentation ("Documentation") and any updates, new versions, bug fixes error corrections or other modifications provided by CSI (collectively "Software") are proprietary to CSI. You acknowledge and agree that: (a) the Software is protected under copyright and other laws and international treaty provisions; (b) CSI and its licensors retain all copyrights and other intellectual property rights in the Software; (c) there are no implied licenses under this License, and any rights not expressly granted to You hereunder are reserved by CSI; and (d) You acquire no ownership or other interest (other than your license rights explicitly stated in this Agreement) in or to the Software. You agree that You will not, at any time, contest anywhere in the world CSI's ownership of the Software, nor will You challenge the validity of CSI's rights in the Software. You have no rights hereunder to use any trademark or service mark belonging to CSI.

### 2. GRANT OF LICENSE

#### 2.1 Licensed Use

The Software is made available as described on the offering's webpage:

<http://www.cambridgesemantics.com/offerings/anzograph/>

with limitations and conditions as set forth by the CSI license management system (see section 2.4) and used by You to download or deploy the Software. Subject to your performance under this Agreement, CSI grants You a limited, non-exclusive, non-transferable license (without the right to sublicense) to use the Software subject to the restrictions enforced by a license key CSI supplied to You and solely in object code form on a compatible (in accordance with the hardware, operating system, and other instructions provided by CSI) device owned or controlled by you.

#### 2.2 License Restrictions

Reproduction of the Software and/or distribution of the Software to any third party is not licensed hereunder and is strictly prohibited. If You are interested in obtaining CSI's permission to engage in commercial or non-commercial distribution of the Software, contact [anzograph-support@cambridgesemantics.com](mailto:anzograph-support@cambridgesemantics.com).

#### 2.3 Remote Access

You are responsible for obtaining all necessary devices and equipment and for all costs relating to your access to and the use Software, including and not limited to any hosting or infrastructure costs. You will at all times be responsible for maintaining the security of, and any access to or use of, your username and password. You accept and acknowledge that You will be responsible for all activities that occur under your username, and You will promptly notify CSI of any loss, theft or unauthorized use of your password of which You become aware.

#### 2.4 License Keys

In order to operate or evaluate the Software You will be provided with a license key by CSI. The license key encodes restrictions and conditions on your use of the Software as may be determined by separate sales, evaluation or other usage agreements with CSI. Whether or not such additional agreement exists, You agree to be bound by the additional operating restrictions and conditions encoded in your license key. The license key restrictions may include a limitation on the time period for which You are licensed to operate the Software or may specify the period during which the Software will operate normally. You may not use the Software in any manner that bypasses the operating restrictions and conditions encoded in the license key. You may not share, lease, rent or loan the license key to any third party. You may not reproduce the license key except for backup

purposes. You may not use the same individual license key on more than one running server.

### 3. RESTRICTIONS

Even if You license the Free Edition and a license fee is not paid for the use of the Software it does not mean that there are no conditions restricting the use of the Software.

Except as otherwise expressly stated in this License or by additional agreement, You may not:

(a) use the Software in any manner not authorized by this License;

(b) reproduce, modify, adapt, alter, translate, or create derivative works of the Software or merge the Software with other software;

(c) sublicense, distribute or otherwise transfer the Software or any component thereof to any third party without CSI's express written consent;

(d) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software;

(e) remove, alter, or obscure any proprietary notices (including copyright and trademark notices) of CSI or its suppliers on the Software;

(f) without prior written consent of CSI, use the Software for providing time-sharing services, any software-as-a-service, service bureau services or as part of an application services provider or other service offering (collectively, "SaaS Offering") where a third party's obtaining access to the Software or the features and functions of the Software is a primary reason or substantial motivation for users of the SaaS Offering to access and/or use the SaaS Offering ("Prohibited SaaS Offering"). For clarity, this clause is not intended to restrict access to the Software by and through third-party programs that add their own substantially differentiating features and functions beyond those offered by the Software or restrict the Software being employed to provide direct access to value-added hosted data sets. If You have any question as to whether a specific SaaS Offering constitutes a Prohibited SaaS Offering, of the Software, contact [anzograph-support@cambridgesemantics.com](mailto:anzograph-support@cambridgesemantics.com)

(g) use Software and license keys obtained for the purposes of trial & evaluation for any commercial or non-commercial purpose other than trial & evaluation of the software.

(h) disclose results of any Software benchmark tests without CSI's prior written consent; or

(i) use any CSI name, trademark or logo without CSI's prior written consent;

(j) use the Software without a license key CSI supplied to you.

### 4. FEEDBACK

CSI welcomes your voluntary comments, suggestions and other communications about the Software ("Feedback"). Feedback includes accounting of bugs, timing, issues, workarounds, and bug fixes, as well as any suggestions for features or enhancements. CSI will own all such Feedback and be able to use the Feedback in any manner, and You hereby assign to CSI all rights to Feedback You provide to CSI.

### 5. MAINTENANCE SERVICES AND SUPPORT

#### 5.1 Free Edition Support

Where no license fee has been paid, this Agreement does not require CSI to provide You with any installation, training, technical assistance, consulting services, support services or other services of any kind. However, CSI will make reasonable efforts to provide You with the support described online in the offering description available at

<http://www.cambridgesemantics.com/offerings/anzograph/>

You may report Software bugs and errors by email to [anzograph-support@cambridgesemantics.com](mailto:anzograph-support@cambridgesemantics.com) or by creating a support ticket at

<http://www.cambridgesemantics.com/support/>

At its sole discretion, CSI may provide periodic updates to the Software, which may include bug fixes, new features and/or enhancements.

#### 5.2 Enterprise Edition Maintenance and Support Services, and Product Support Policies

The following subsections apply only to licenses of the Enterprise Edition of the Software under a current, paid up agreement.

Unless an Order Form specifies otherwise, CSI agrees to provide You the Maintenance and Support Services set forth in this Agreement. CSI agrees to provide Maintenance and Support Services for one (1) year maintenance periods commencing on the date of Your purchase of a license (each a "Maintenance Period"). Unless terminated in accordance with the terms of this Agreement, each Maintenance Period automatically and successively renews at the end of the previous Maintenance Period.

Maintenance and Support Services consist of the following:

#### 5.2.1 Updates

Subject to the terms and conditions of this Section 5.2, CSI will make available to You updated or upgraded versions of the Software and Documentation, Error Corrections and maintenance releases to the Software which CSI makes generally available at no additional charge to its customers that are party to an effective maintenance agreement ("Updates") and as further described in the Software Product Release Support Policy, subsection 5.2.8. This Maintenance and Support shall not entitle You to upgrades or versions which are separately priced and licensed by CSI as new products. Notwithstanding the foregoing functionality which is substantially similar to the Software licensed under an Order Form shall not be considered a new product and shall be provided to You at no additional cost.

Each Update of the Software will be functionally compatible with the prior release or version of such Software, to the extent applicable under the Software Product Release Support Policy described in subsection 5.2.8, and Your use of the Update must conform to the terms and conditions of this license applicable to the Software. You will not be required to install any Update of any Software except: (i) as a prerequisite to installing a subsequent Update; or (ii) to avoid violation of intellectual property or proprietary rights of a third party, and, in such event, You will not be required to pay any additional fees in connection with such prerequisite Update.

#### 5.2.2 Definitions

"Error Correction" means (i) the correction by CSI of a Malfunction at any and all priority levels to ensure that

the Software performs in accordance with the Documentation and this Agreement, or (ii) the provision by CSI of a "work around" for a Malfunction which does not materially impair Your use of the Software, and is followed by a permanent correction within a reasonable amount of time.

"Malfunction(s)" means a malfunction of the Software as reported to CSI by You, or otherwise identified by CSI, that prevents the Software from performing in accordance with the Documentation.

"Priority 1" means a severe impact and condition exists which causes the Software to fail to function according to the Documentation and/or this Agreement, which makes any one or more critical functions of the Software inoperable or significantly decreases the Software or productivity in such a manner that adversely affects the ability to conduct the activities described in the Documentation or this Agreement.

"Priority 2" means degraded operations constituting a limited condition that causes a slight or non-critical failure of the Software to function according to the Documentation and/or this Agreement, or a desired change in the Software which can be easily circumvented or avoided.

"Priority 3" means a problem that involves partial, non-critical loss of use of the Software in a production environment or development environment. For production environments, there is a medium-to-low impact on the Software, but the Software continues to function, including by using a procedural workaround. For development environments, where the situation is causing the project to no longer continue or migrate into production.

"Priority 4" means a general usage question, reporting of a Documentation error, or recommendation for a future product enhancement or modification. For production environments, there is low-to-no impact on the Software or the performance or functionality of the system. For development environments, there is a medium-to-low impact on the Software, but the Software continues to function, including using a procedural workaround.

### 5.2.3 Error Corrections

After You have identified to CSI a Malfunction's associated priority level reasonably determined by You (a "Priority Report"), and subject to Your assisting CSI in attempting to recreate and diagnose the Malfunction, CSI agrees to:

(a) For Priority 1 level Malfunctions, promptly assign an individual or individuals to address the Priority 1 level Malfunctions, provide a response within four (4) hours, and use best efforts to provide an Error Correction within one (1) business day after receipt of the Priority Report. In the event that an Error Correction to the Priority 1 level Malfunction has not been applied within one (1) business day after receipt of a Priority Report (either reported by You or CSI), then CSI will provide continuous efforts to resolve such Malfunction until the Correction to the Priority 1 level Malfunction has been provided by CSI and confirmed as remediated by You; and

(b) For Priority 2 level Malfunctions (i) respond to Your Priority Report and assign technical support resources, (ii) use best efforts to provide an Error Correction for such Priority 2 level Malfunctions within a reasonable time frame determined by You commensurate with the severity of the problem and (iii) maintain telephone contact providing at least daily progress reports to You; and

(c) For Priority 3 and 4 level Malfunctions, (i) provide an initial response within twenty-four (24) business hours and (ii) use best efforts to provide a workaround, if required, and a permanent fix with the next Scheduled update.

In all cases where CSI provides a temporary workaround, CSI agrees to provide You with an estimate of the time by which CSI will be ready to implement a permanent solution.

### 5.2.4. Exclusions

CSI shall have no obligation to support (a) any altered, damaged or modified Software or any portion of the Software incorporated with or into other software not expressly required by the Documentation delivered with the Software, unless such Software has been modified or incorporated with, or into, other software under a Statement of Work executed by the Parties and governing the

implementation, or integration or modification of the Software; or (b) Software problems caused by Your negligence, abuse or misapplication, use of the Software other than as specified in the Documentation delivered with the Software or otherwise delivered under an applicable Statement of Work. Unless otherwise specified in an Order form, the services provided by CSI under this SLA are limited to the telephone support and email support specified above, and any further Services required by You must be governed by a separate written services agreement.

### 5.2.5. Your Responsibilities

You will have responsibility to notify CSI promptly of issues or Malfunctions which become known to You, to allow CSI, if necessary, unrestricted and free access to the Software, and to ensure that a qualified representative is available to provide assistance as necessary to perform Services hereunder. CSI has a responsibility to promptly notify You when it becomes aware of issues which could cause the Software to significantly malfunction.

### 5.2.6. Maintenance and Support Service Availability

You may report Software bugs and errors by email to [anzograph-support@cambridgesemantics.com](mailto:anzograph-support@cambridgesemantics.com) or by creating a support ticket at

<http://www.cambridgesemantics.com/support/>

The following technical support services shall be included in the Maintenance and Support Services:

(i) Access to CSI support resources weekdays between 9:00 AM and 5:00 PM Eastern Time to resolve problems regarding the Software, including, without limitation, Malfunctions, problems related to the installation of the Software, apparent "bugs" in the Software, the configuration of the Software, and the interaction of the Software with the computer hardware and system software with which the Software is used.

(ii) If it appears that CSI will be unable to reproduce, diagnose or remedy a problem in or with the Software over the telephone or remotely, CSI shall at its option and discretion dispatch personnel to Your premises, should it be reasonably clear that such action would materially improve the time to resolution.

(iii) Software Updates and Error Corrections are included at no additional charge within the current version and any agreed previous versions for any Software covered by a current, paid up Enterprise license agreement.

#### 5.2.7 Additional Services

While this Agreement does not require CSI to provide You with any installation, training, additional technical assistance, consulting services, or other services of any kind, these may be provided at CSI's discretion in response to Your support requests, as described online in the offering description available at

<http://www.cambridgesemantics.com/offerings/anzograph/>

#### 5.2.8. Software Product Release Support Policy

At its sole discretion, CSI may provide periodic Updates to the Software, which may include bug fixes, new features and/or enhancements. CSI will provide You with the Product support services expressly described in the support services policy description at

<http://www.cambridgesemantics.com/supportpolicy/>

("Software Product Release Support Policy"), as modified from time to time, subject to the conditions stated in such Software Product Release Support Policy description.

### 6. TERM AND TERMINATION

#### 6.1 Term

This Agreement and your access to the Software will become effective as of the date of the applicable order and shall continue in effect thereafter in accordance with the applicable order, unless terminated earlier under this Section 6. You will cease access to and use of the Software at the end of the time period for which You are authorized to access the Software.

#### 6.2 Suspension and Termination

CSI may suspend or terminate your right to use the Software (in whole or in part) if You (a) fail to cure any material breach of this Agreement (including failure to pay fees) within 30 days of written notice; (b) cease operation without a successor; or (c) seek protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding.

#### 6.3 Effect of Termination

Upon any termination or expiration of this Agreement, You shall immediately cease all use of the Software.

### 7. YOUR DATA

In connection with your use of the Software, You or some or all of your end users may send information, content and data (collectively, "Data") to, or retrieve Data from, the Software. You are entirely responsible for the content, accuracy and completeness of such Data, and any loss, liabilities or damages resulting from the Data, regardless of whether the Data consists of, including but not limited to, text, graphics, audio, video, or computer software. By making Data available to the Software, You represent and warrant that: (i) You own or have the necessary licenses to provide the Data to the Software, and the provision of the Data to, and use of the Data by, the Software as contemplated herein will not, to your knowledge, infringe the intellectual property rights, including but not limited to copyright, patent, trademark or trade secret rights, of any third party; (ii) the Data does not contain any viruses, worms, malware, Trojan horses or other harmful or destructive code; and (iii) the Data does not include any unlawful content.

### 8. DISCLAIMER OF WARRANTY

THE SOFTWARE IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. CSI AND ITS LICENSORS (FOR THE PURPOSES OF SECTIONS 8 AND 9, CSI AND ITS LICENSORS WILL BE COLLECTIVELY REFERRED TO AS "CSI") EXPRESSLY DISCLAIM ALL OTHER WARRANTIES WITH RESPECT TO THE SOFTWARE, WHETHER SUCH WARRANTIES ARE EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, EXCEPT TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY WAIVED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CSI MAKES NO WARRANTY OR REPRESENTATION THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED, NOR WITH RESPECT TO THE CORRECTNESS, ACCURACY, OR RELIABILITY OF THE SOFTWARE. YOU FURTHER ACKNOWLEDGE THAT THE SOFTWARE MAY HAVE

LIMITED FUNCTIONALITY, CONTAIN BUGS, ERRORS, AND OTHER PROBLEMS THAT COULD CAUSE COMPUTER SOFTWARE, HARDWARE, AND SYSTEM FAILURES OR LOSS OF DATA. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SOFTWARE IS AT YOUR SOLE RISK.

#### **9. LIMITATION OF LIABILITY**

TO THE EXTENT NOT PROHIBITED BY LAW, UNDER NO CIRCUMSTANCES WILL CSI BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF CSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CSI'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) EXCEED THE AMOUNT PAID TO CSI BY YOU FOR THE SPECIFIC LICENSE FOR THE APPLICABLE PERIOD TO WHICH THE LIABILITY IS RELATED.

#### **10. EXPORT REGULATIONS**

You acknowledge and agree that You shall not export, or re-export directly or indirectly, the Software, to any country or person in violation of the laws and regulations of any applicable jurisdiction. This restriction expressly includes, but is not limited to, the export regulations of the United States of America (the "United States"). Specifically, You shall not download or otherwise export or re-export the Software to (i) Cuba, Iran, Libya, Sudan, North Korea, or Syria or any other country where such use is prohibited under United States export regulations, or (ii) anyone who is a national of any of such country or whose name appears on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Denied Persons List. You agree to the foregoing and represent and warrant that You are not located in, under the control of, organized under the laws of, or a national or resident of any such country, or on any such list.

#### **11. OPEN SOURCE**

CSI may distribute third party open source software programs with the Software either incorporated into the Software or provided separately. These third-party programs are subject to their own additional license terms, none of which require notice, attribution, payment, disclosure or license back of any information.

A list of open source software programs delivered with the Software can be found at <https://www.cambridgesemantics.com/opensource/>.

#### **12. ASSIGNMENT**

Unless otherwise expressly provided by additional agreement with CSI, You may not assign any of your rights or delegate any of your obligations under this License, by operation of law or otherwise (including by merger, sale of assets or consolidation). CSI may assign some or all of CSI's rights and obligations under this License without notice to You and this License shall be binding on such assignees, heirs, and/or successors. Any attempted assignment in violation of this Section 11 will be void.

#### **13. GOVERNING LAW AND JURISDICTION**

All disputes, claims or controversies arising out of this Agreement or the transactions contemplated hereby shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to its rules of conflict of laws. You hereby irrevocably and unconditionally consent to submit to the sole and exclusive jurisdiction of the courts of the Commonwealth of Massachusetts and of the United States of America located in the Commonwealth of Massachusetts (the "Massachusetts Courts") for any litigation arising out of or relating to this Agreement, and You waive any objection to the venue of any such litigation in the Massachusetts Courts and agrees not to plead or claim in any Massachusetts Court that such litigation has been brought in any inconvenient forum or that there are indispensable parties to such litigation that are not subject to the jurisdiction of the Massachusetts Courts.

#### **14. NOTICES**

CSI may provide notice under this Agreement by: (a) posting a notice on a CSI website associated with AnzoGraph Software; (b) sending a message to the email address associated with your account; or (c) sending notice to your corporate headquarters to the attention of "General Counsel". It is your responsibility to keep your email address current. Notices to CSI must be sent to: One Beacon Street, 15th Floor, Boston, MA 02108 USA, Attention: Contracts Administrator.

## **15. NOTICE OF CLAIMS**

You agree to provide CSI with written notice of any claim that your use of the Software infringes or misappropriates any patent, copyright, or other intellectual property rights of a third party within ten (10) days of your first knowledge thereof. CSI is under no obligation hereunder to indemnify You or hold You harmless with respect to any actions, proceedings or claims.

## **16. GOVERNMENT RIGHTS**

If You are an agency or instrumentality of the United States Government, the Software is "commercial computer software" and "commercial computer software documentation", and pursuant to FAR 12.212 or DFARS 227.7202, and their successors, as applicable, use, reproduction and disclosure of the Software are governed by the terms of this License.

## **17. GENERAL**

### **17.1 Use of Name and Logo**

You agree that CSI may use Your name and logo on its web site, brochures and other promotional materials indicating that You are a customer of CSI.

### **17.2 Governing Law; Consent to Jurisdiction; Miscellaneous.**

If a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. Unless there exists, in writing, a separate sales, evaluation or other usage agreements intended for use in conjunction with this Agreement, this Agreement and the related policies referenced herein is the entire agreement between the parties with respect to the use of the Software and supersedes all prior or contemporaneous agreements regarding its subject matter. CSI may change these terms at any time. Your continued use of the Software will be subject to any such revised terms. No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right

hereunder. You recognize that the warranty disclaimers and the liability and remedy limitations in this License are material elements of this Agreement and they should be effective even when such warranty disclaimers and liability and remedy limitations would cause this Agreement to fail of its essential purpose.