

MASTER SUBSCRIPTION LICENSE AGREEMENT

Pyramid Decision Intelligence Platform (Self-Hosted)

IMPORTANT – PLEASE READ THESE TERMS CAREFULLY

This Master Subscription License Agreement and any and all Order Forms (collectively, “**Agreement**”) is an agreement between Pyramid Analytics B.V. (“**Pyramid**”) and the individual/entity set forth in the Order Form (“**You**” or “**Your**”) and governs Your use of the Pyramid Decision Intelligence Platform. This Agreement also applies to any Fixes and Updates to the Software except to the extent the parties hereto agree otherwise. Pyramid and You may be referred to in this Agreement each individually as a “**Party**” and, collectively, as the “**Parties**”.

This Agreement becomes effective on the date of an Order Form incorporating this Agreement (the “Effective Date”). Notwithstanding the foregoing, by installing, having installed, or using the Software prior to executing an Order Form, You will be deemed to have accepted and agreed to the terms of this Agreement and any terms set forth in Your Order Form as of the date of such installation or first use and such shall be the Effective Date hereunder. If You do not agree, then You are not permitted to install, have installed or use the Software. You will have the rights set forth below for the term of this Agreement as long as You comply with the terms of this Agreement. If You are entering into this Agreement and Order Forms on behalf of a company or other legal entity, You represent that You have the authority to bind such entity and its Affiliates to these terms and conditions, in which case “You” or “Your” shall refer to such entity and its Affiliates.

1. DEFINITIONS

Defined terms have the meaning set forth below or as set forth elsewhere in this Agreement:

“**Add-Ons**” means additional functionality for or enhancements to the Software that are not Updates and may be subject to separate fees and additional terms and conditions.

“**Affiliate**” means any entity which controls, is controlled or is under common control with either of the parties. Any entity shall be deemed to “control” another entity if it beneficially owns directly or indirectly more than 50% of the issued share capital of a company or the legal power to direct or cause direction of the general management of a legal entity.

“**Customer Data**” means any and all data and content that is uploaded by or for You or Your agents, employees, or contractors, or otherwise submitted by You to the Software, or otherwise in connection with this Agreement.

“**Deliverables**” means anything created for You in performance of Professional Services.

“**Documentation**” means the instructions, user guides, manuals and release notes provided by Pyramid for the Software available at <https://help.pyramidanalytics.com>, as Pyramid may update from time to time.

“**Fix(es)**” means any change or workaround to the Software that corrects a problem with the Software that causes it to crash, lose data, or prevents it from performing substantially in accordance with the Documentation.

“**License Key**” means a valid license key issued by Pyramid for Your Users to access and use the Software, which is specific to the machine ID of a designated Main Server and may only be used with a single Repository.

“Main Server” means the primary Server on which the Software is installed, and which machine ID is registered in the License Key. Individual Main Servers are required for each production, development and test environment.

“Order Form” means the form used for ordering Software licenses and the level of technical support, provided to either You or Your Reseller by Pyramid, under this Agreement.

“Professional Services” means any consulting, development, or educational services provided by or on behalf of Pyramid to You for the creation of Deliverables pursuant to an executed Order Form or statement of work or other document referenced in an Order Form that describes Professional Services, but does not include support for Software.

“Repository” means the database used to store the License Key and which houses Your end User content and meta-data.

“Reseller” means a reseller authorized by Pyramid to resell licenses to the Software.

“Run,” “Runs” or “Running” means to load a copy of the Software into the memory of a Server and execute one or more instructions.

“Secondary Server” means a Server which derives its permission to use the Software from the copy of the Software Running on a Main Server.

“Server” means a single physical or virtualized hardware system capable of Running the Software. A hardware partition or blade is considered to be a separate physical hardware system.

“Software” means the version of the Pyramid Decision Intelligence Platform software identified in the Order Form, including any Third-Party Components contained therein, and all Add-Ons, Fixes and Updates thereto for which You have purchased licenses as set forth in Order Forms.

“Subscription Term” means, with respect to the Software identified in an Order Form, the period of time commencing on the Effective Date, unless such Order Form expressly specifies a different start date, in which case such start date supersedes the Effective Date, and continuing for the subscription term specified in such Order Form, unless earlier terminated in accordance with this Agreement. Any renewal term(s) shall be deemed part of the Subscription Term for purposes of this Agreement.

“Third-Party Components” means software, libraries, modules, or other components that are owned by third parties and licensed to Pyramid for inclusion in or distribution with the Software.

“Updates” means minor releases of the Software containing Fixes, minor enhancements or modifications, or user interface changes. Updates do not include new functionality. Updates made available to You for installation are generally indicated by a change in the numeric identifier for the Software in the digit to the right of the first decimal point or a change to the right of the second decimal point (e.g., a change from version xxxx.xx to xxxxx.xy or from version xxxx.xx to xxxx.xy).

“User” means You or an individual employee or other legal agent authorized by You or Your Affiliate to use the Software according to the terms and conditions of this Agreement.

“User License” means a license for a User to use the Software. User licenses may be either Professional, Analyst, Viewer or Basic.

- i. Professional User Licenses have access to the full version of Pyramid Software modules Model, Discover, Present, Publish, Administer, Content Management, Formulate, and Illustrate.

- ii. Analyst User Licenses allow Users to create content using the Lite version of Pyramid Software modules Discover, Present and Publish. Lite versions are simplified versions of the full module.
- iii. Viewer User Licenses can only view and interact with content created by Professional or Analyst Users. Functionality for Viewer Users is limited to Discover reports and visualizations, Present dashboards and rendered output from Publish (like PDF documents and Word files). Viewer Users may also be authorized to modify and save their own versions of content created by Professional or Analyst Users.
- iv. Basic User Licenses allow Users to view and interact with embedded content and OData feeds created by Professional or Analyst Users. Functionality is limited to Discover reports and visualizations, Present dashboards, LinkBack from rendered Publications and rendered output from Publish (like PDF documents and Word files Visual Areas defined in Tabulate Sheets).

2. ORDERS

- 2.1. **Orders.** From time to time, You, Your Reseller, and/or Pyramid may execute Order Forms for Software. The Order Form sets forth the Software that You are entitled to Run including the type and number of Servers, the number and type of User Licenses, any Add-Ons, and any technical support.
- 2.2. **Payment.** You shall pay all fees in accordance with each applicable Order Form (“Fees”).

3. PYRAMID LICENSE; RESTRICTIONS

- 3.1. **General.** Pyramid licenses the Software to You for the uses set forth in Section 3.2 based on Your choice of edition/Server, Add-Ons, and the number and type of Users that access and use the Software. Your Order Form sets forth the number of Main Servers on which You may install the Software. You must acquire and assign User Licenses for each individual User that directly or indirectly accesses the Software. You are not permitted to simultaneously assign a User License to more than one (1) User. However, You may permanently re-assign a User License from one User to another. You may also assign a User License to a temporary worker while the normally assigned User is absent. For any given User License, You may make such temporary assignment one (1) time within each ninety (90) day calendar period. Your Order Form sets forth the number(s) and type(s) of User Licenses that You have purchased. You are solely responsible for ensuring Your Users’ compliance with this Agreement and any violations of this Agreement by Your User(s) shall be deemed a violation of this Agreement by You.

The Software requires a valid License Key. You are not permitted to use the License Key with more than one Repository. You are not permitted to make copies of the License Key or share the License Key with any third parties without Pyramid’s prior written consent. The User License for an individual User is activated within the Software upon assignment by Your Software administrator. If Your Main Server fails and requires replacement, You must request a replacement License Key.

- 3.2. **Use Rights.** Subject to Your compliance with the terms of this Agreement and upon Pyramid’s receipt of payment in full, Pyramid grants You a limited, non-sublicensable (except solely as permitted in Section 3.3), non-transferable, non exclusive, right and license during the Subscription Term, solely for Your internal business purposes, to:

- a. Install and Run the Software on the number of Main Servers set forth in Your Order Form;
 - b. Run any number of Secondary Servers for each Main Server license that You have purchased;
 - c. Allow the number of Users set forth in Your Order Form to access and use the Software and Documentation for the purposes of processing live or historic data; and
 - d. Copy the Software for archival or off-line back up purposes. All archival or back up copies of the Software are subject to this Agreement. All Pyramid and its licensor's titles, trademarks, copyrights and restricted rights notices must be reproduced on such archival or backup copies of the Software, and neither You nor Your Users are permitted to edit or remove any such titles, trademarks, copyrights and notices. If You wish to Run a hot/active failover, You must purchase a separate license as each Main Server requires its own unique License Key.
- 3.3. Sublicensing/Third Party Access.** You may allow Users to access and use the Software located on Your Servers through a web browser provided that You have obtained a User License for each such User that accesses the Software. However, You are not permitted to provide copies of the Software itself to any third parties. Notwithstanding the foregoing, You may provide copies of the Software to a third party to host the Software solely for Your benefit, provided that such third party has reviewed and agreed to be bound by the terms of this Agreement as Your agent. You remain liable to Pyramid for the third parties that access and use the Software and any breach of this Agreement by such third parties shall be deemed a breach of this Agreement by You, and You agree to indemnify, defend and hold Pyramid harmless from and against any third-party claims arising as a result of such third-party access or use of the Software. No other sublicensing of Your rights under this Agreement is permitted.
- 3.4. Updates.** Pyramid may make Updates to the Software from time to time, and shall use commercially reasonable efforts to provide You with a copy of all Updates and revised Documentation for the Software licensed when these become generally commercially available during Your Subscription Term, and You may request such Updates and revised Documentation at any moment after this time. You are solely responsible for the installation of the Updates. Pyramid may make Updates to the Software from time to time in its sole discretion, including the addition or removal of Third-Party Components.
- 3.5. Verification and Reporting.** At Pyramid's written request, which shall be no more than once in each 12-month period, You agree to provide Pyramid with a signed statement: (a) verifying that the Software and Documentation are being used pursuant to the provisions of this Agreement; and (b) identifying the number of Servers and number of Users using the Software. At Pyramid's written request and at a mutually agreed time, which shall be no more than once in each 12-month period, You agree to grant Pyramid access to Your sites in order to audit the use of the Software and Documentation. Such audit shall be conducted during Your regular business hours and without impairing Your business operations. If such audit establishes that You have used the Software or Documentation beyond the license grant set forth in this Agreement and in applicable Order Form(s), Pyramid reserves the right to charge You for the costs of performing the audit in addition to 125% of the standard list price for such additional use of the Software and Documentation.

4. INTELLECTUAL PROPERTY OWNERSHIP

- 4.1. Pyramid Ownership.** As between the parties, Pyramid and its licensors of Third-Party Components exclusively own all right, title, and interest in and to all intellectual property and proprietary rights ("**IPR**") in the Software, Documentation, Pyramid websites, Fixes, Updates, Add-Ons, and technology and methodologies created by or for, or licensed to Pyramid and any updates to, or derivative works of, the foregoing ("**Pyramid Core Technology**"), notwithstanding anything in this Agreement to the contrary. Except for the license expressly granted in Section 3, Pyramid, on behalf of itself and its licensors of Third-Party Components, reserves all rights in the Pyramid Core Technology. Pyramid Core Technology provided to You is licensed, not sold, even if words such as "sale" or "purchase" are used.
- 4.2. Customer Ownership.** You grant to Pyramid and its Affiliates and contractors a non-exclusive, worldwide, royalty-free, fully paid, non-sublicensable, and non-transferable license to use Customer Data and Your IPR and technology ("**Customer Technology**") solely to provide and support the Software, as applicable. As between the Parties, You and Your licensors will retain all right, title, and interest in and to all IPR in Customer Data and Customer Technology. If You provide Pyramid with feedback such as suggestions or ideas regarding the Pyramid Core Technology ("**Feedback**"), then Pyramid has the irrevocable right to exercise all rights in such Feedback without restriction.
- 4.3. Professional Services.** If an Order Form explicitly specifies Professional Services, unless otherwise set forth in an Order Form, during the term of this Agreement, Pyramid grants You a non-exclusive, worldwide, royalty-free, non-transferable, non-sublicensable, and limited license to use the Deliverables only in connection with the applicable Software for which it was built and intended for use. Nothing in this Agreement will limit Pyramid's right to perform similar Professional Services for any other third party or to use any information incidentally retained in the unaided memories of its personnel providing Professional Services.
- 4.4. Additional Rights and Restrictions.**
- a. *Scope of License.* The Software is licensed, not sold. This Agreement only gives You some rights to use the Software. Pyramid reserves all other rights. You may use the Software only as expressly permitted in this Agreement unless applicable law gives You more rights despite this limitation. You must comply with all technical protections in the Software that only allow You to use it in certain ways. You agree that You will not, and will not permit others to:
- i. work around any technical protections in the Software;
 - ii. reverse engineer, decompile or disassemble the Software, or otherwise attempt to learn the source code of the Software;
 - iii. use any Third-Party Component independently or separate from the Software;
 - iv. make more copies of the Software than specified in this Agreement and applicable Order Forms or as allowed by applicable law despite this limitation;
 - v. publish the Software for others to copy;
 - vi. rent, lease or lend the Software;
 - vii. use the Software to operate a service bureau or subscription service or for commercial software hosting services;

- viii. remove any proprietary notices from the Software as provided to You; or
- ix. use the Software on any mainframe platform or for any scheduled or unattended use.

No rights other than those expressly set forth herein shall pass to You. All rights, title and interest in or to the Software and the Documentation and the intellectual property rights therein remain the exclusive property of Pyramid or its licensor. You will not knowingly do anything to impair Pyramid proprietary rights in the Software or seek to acquire or register any rights in Pyramid's proprietary marks, copyrights or information.

b. *Multiplexing.* Your use of hardware or software to: (i) pool connections; (ii) re-route information; or (iii) reduce the number of devices or individuals that directly access or use the Software (sometimes referred to as "multiplexing" or "pooling") does not reduce the number of licenses that You are required to purchase in order to use or Run the Software.

c. *Benchmarking and Competitive Analysis.* You will not disclose the results of any benchmark test of the Software without Pyramid's prior written consent. You will not permit the Software to be used for purposes of competitive analysis or the development of a competitive product.

d. *Ownership of Pyramid's Trademarks and Service Marks:* You acknowledge and agree that Pyramid is the sole owner of all rights, title, and interest in and to its own trademarks and service marks, and that You shall not acquire any rights in such marks by virtue of this Agreement. You further agree that You will not remove or modify any Pyramid trademarks or service marks from the Software or any notice of Pyramid's proprietary rights, except if You have additionally licensed the White Label Add-On. You further acknowledge and agree that certain Third-Party Components included in the Software are owned by third-party licensors who retain all right, title, and interest in and to their respective trademarks, service marks, trade names, and logos. You shall not use, register, or attempt to register any trademarks, service marks, trade names, or logos of any third-party licensor without such licensor's prior written consent.

e. *Third Party Software and Algorithms; Pyramid Marketplace.* Certain functionality in the Software, algorithms, or data sources may be made available to You within the Software and subject to additional Fees as set out in Your Order Form or require that You separately contract with a third-party software or data provider in order to fully use such functionality. In addition, Pyramid may make certain third-party algorithms or other content available through the Pyramid Marketplace. Such third-party algorithms and content are provided under separate terms between You and the third party, which Pyramid will make available to You for review prior to placing an order. Pyramid is not a party to the terms between You and such third parties. As such, Pyramid makes no representations or warranties with respect to such third-party providers or their offerings. You acknowledge and agree that Pyramid will have no obligation or liability with respect to Your contract with such third parties and that You are solely responsible for the use of any such third-party algorithms and content.

f. *Transfer to a Third Party.* The rights granted to You in this Agreement are personal and may not be assigned or transferred to a third party without Pyramid's prior written consent.

g. *Export Restrictions.* You acknowledge that the Software may be subject to certain export restrictions. You agree to comply with all applicable national and international laws that apply to Your use of the Software, as well as end user, end use and destination restrictions. You shall be solely responsible for any violations of applicable export control laws by Your Users, and You agree to indemnify, defend, and hold Pyramid and its licensors harmless from and against any

claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any such violations.

h. *U.S. Government Restricted Rights.* The Software and Documentation are Commercial Computer Software and Commercial Computer Software Documentation and are licensed to U.S. government end users only as commercial items and only with those rights as are granted to all other end users under the terms and conditions set forth herein. Use, duplication or disclosure of the Software and Documentation by the U.S. Government or a U.S. Government contractor or subcontractor is subject to the restrictions set forth herein and as provided in FAR 12.211 and 12.212 (48 C.F.R. §12.211 and 12.212) or DFARS 227. 7202 (48 C.F.R. §227-7202) as applicable.

i. *Open Source.* The Software may incorporate, be distributed with, or depend upon, certain software or other intellectual property that may be considered “open source,” “public use” or is otherwise subject to an open-source license (“**Open-Source Components**”). Any use of the Open-Source Components shall be governed by, and subject to, the terms and conditions applicable to use of the Open-Source Components. The Open-Source Components are listed in the “Read Me” file that accompanies the Software.

j. *Third-Party Components.* You acknowledge that the Software may contain Third-Party Components licensed to Pyramid by third-party licensors, including World Programming Limited. Such Third-Party Components are provided “AS IS” without warranty of any kind, and the third-party licensors of such components shall have no liability to You for any claim arising out of or relating to such Third-Party Components. Nothing in this Agreement shall be construed to grant You any right, title, or interest in or to any Third-Party Components beyond the right to use such components as part of the Software in accordance with this Agreement. You shall not access or use any Third-Party Components on a standalone basis or independently of the Software, including the Third-Party Component provided by World Programming Limited, and You shall comply with any geographic, platform, or other use restrictions, for Third-Party Components as specified in Schedule A or an applicable Order Form. You agree that the third-party licensors of Third-Party Components are intended third-party beneficiaries of this Agreement solely with respect to the disclaimers and limitations of liability applicable to their respective Third-Party Components. All copyright and proprietary notices of licensors of Third-Party Components included in or on the Software or Documentation must be retained and not altered or removed.

k. *Telemetry.* Devices on which the Software is installed may periodically provide information to enable Pyramid to verify that the Software is properly licensed. This information includes the Software version, the end User's User account, product ID information and a machine ID. If the Software is not properly licensed, its functionality may be affected.

4.5. Add-Ons. Add-Ons are subject to additional terms and conditions, as set forth in Schedule C (Add-On Terms).

5. CONFIDENTIALITY

5.1. Definition. "Confidential Information" means non-public information provided by one Party (“**Disclosing Party**”) to the other Party (“**Receiving Party**”) under this Agreement that: (1) is related to Disclosing Party's technology or business; or (2) due to the nature of the information or circumstances of disclosure, Receiving Party should reasonably understand to be confidential in nature. Information that is related to the existence or substance of this Agreement shall be the Confidential Information of both Parties. The obligations of confidentiality do not apply to information that (a) is or becomes generally publicly known without fault or breach by Receiving Party, (b) Receiving Party obtains (rightfully and without restriction on use or disclosure) from a third party entitled to make

the disclosure, or (c) is independently developed by Receiving Party without using or referencing Disclosing Party's Confidential Information.

- 5.2. Rights and Obligations.** Receiving Party will: (1) protect Disclosing Party's Confidential Information from unauthorized disclosure with at least a reasonable degree of care; and (2) not use Disclosing Party's Confidential Information except as necessary to exercise rights or fulfill Receiving Party's obligations under this Agreement. Receiving Party may disclose Disclosing Party's Confidential Information to its Affiliates and employees, contractors, accountants, auditors and legal advisors who are bound to confidentiality terms consistent with those in this Agreement only on a need to know basis. On termination of this Agreement, Receiving Party will, at Disclosing Party's request, return all originals, copies, reproductions, and summaries of Confidential Information, or at Disclosing Party's option, certify destruction of the same. Notwithstanding the foregoing, Pyramid may retain a copy of Your Confidential Information pursuant to standard backup and data retention policies, which will remain subject to the confidentiality requirements in this Agreement.
- 5.3. Third Party Requests.** This Agreement will not prevent Receiving Party from disclosing Disclosing Party's Confidential Information to a court or governmental body pursuant to a valid court order, Law, subpoena, or regulation, but only if Receiving Party: (1) gives prompt notice (or the maximum notice permitted under Law) to Disclosing Party before making the disclosure, unless prohibited by Law; (2) reasonably assists Disclosing Party, at Disclosing Party's cost, in its lawful efforts to resist or limit such disclosure; and (3) discloses only that portion of Confidential Information that is legally required to be disclosed.

6. SUPPORT TERMS

- 6.1. Support.** Except as otherwise expressly set forth in an Order Form or Schedule B (Support Addendum) to this Agreement, Pyramid does not provide support for Software under the terms of this Agreement.

7. WARRANTY; DISCLAIMERS

- 7.1. Scope of Warranties.** Pyramid warrants that the Software as provided by Pyramid will materially conform to the features and functionality as described in the Documentation for a period of twelve (12) months from the date of delivery of the License Key. The foregoing warranty does not apply to free trials.
- 7.2. Disclaimers.** THE SOFTWARE IS COMPLEX COMPUTER SOFTWARE. ITS PERFORMANCE WILL VARY DEPENDING ON YOUR HARDWARE PLATFORM, SOFTWARE INTERACTIONS, THE CONFIGURATION OF THE SOFTWARE AND OTHER FACTORS. THE SOFTWARE IS NEITHER FAULT TOLERANT NOR FREE FROM ERRORS, CONFLICTS OR INTERRUPTIONS. PYRAMID DOES NOT WARRANT OR GUARANTEE THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE SOFTWARE WILL OPERATE ERROR-FREE, THAT YOUR USE OF THE SOFTWARE WILL BE UNINTERRUPTED, THAT PYRAMID WILL CORRECT ALL ERRORS IN THE SOFTWARE, OR THAT THE SOFTWARE IS DESIGNED FOR ANY PURPOSE REQUIRING FAILSAFE PERFORMANCE FOR WHICH FAILURE COULD RESULT IN DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL, PROPERTY, OR ENVIRONMENTAL DAMAGE. IN ADDITION, THE WARRANTY IN SECTION 7.1 ABOVE DOES NOT COVER, AND PYRAMID SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR PROBLEMS CAUSED BY MODIFICATIONS OR CUSTOMIZATIONS TO THE SOFTWARE MADE BY YOU OR ANY OTHER THIRD PARTY ACTING ON YOUR BEHALF, OR EVENTS BEYOND PYRAMID'S REASONABLE CONTROL. THE

WARRANTIES STATED IN SECTION 7.1 ARE THE SOLE AND EXCLUSIVE WARRANTIES PERTAINING TO THE SOFTWARE AND DOCUMENTATION. TO THE EXTENT PERMITTED BY LAW, PYRAMID EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS (WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE ORAL OR WRITTEN), INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, TITLE, NON-INFRINGEMENT, QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE. SOLELY TO THE EXTENT AN IMPLIED WARRANTY OR GUARANTEE CANNOT BE DISCLAIMED, IT WILL ONLY BE EFFECTIVE FOR THE TERM OF THE LIMITED WARRANTY IN SECTION 7.1.

- 7.3. Exclusive Remedies.** For any breach of the warranty contained in Section 7.1, Your exclusive remedy, and Pyramid's entire liability, shall be to repair or replace the Software so that it operates as warranted. If Pyramid is unable to repair or replace the Software, You will be entitled to terminate this Agreement and recover any pre-paid but unused license fees.

8. INTELLECTUAL PROPERTY INFRINGEMENT/DEFENSE OBLIGATIONS

- 8.1. Defense by Pyramid.** Pyramid will: (1) defend You and Your Affiliates, and their officers, directors, and employees against any third-party suit, claim, action, or demand ("**Claim**") to the extent alleging (i) the Software used by You in accordance with this Agreement directly infringes any IPR of any unaffiliated third party ("**IPR Claim**"); (ii) Pyramid personnel when onsite at Your premises caused death, bodily harm, or damage to tangible personal property due to their negligence or willful misconduct; and (2) pay any settlement amount or court-ordered damages finally awarded to the extent arising from such Claim. In connection with any IPR Claim, Pyramid may: (a) obtain the permission of the third-party filing the Claim for Your continued use of the applicable Software; (b) replace the applicable Software with a substantially functional equivalent; or (c) terminate Your license to and use of the affected Software on reasonable notice and refund any prepaid fees covering that part of the applicable Subscription Term for the Software. For the avoidance of doubt, the foregoing obligations do not apply to free trials.
- 8.2. Limitations.** Notwithstanding the above, Pyramid has no obligation or liability for any IPR Claim to the extent arising from: (1) any software, technology, or other IPR not expressly authorized to be licensed, used, or accessed under this Agreement; (2) Customer Data or Customer Technology; (3) Your or Your Users' use of the Software (a) in violation of Law, or (b) after being informed by Pyramid to cease such use (after You are given a reasonable opportunity to cease use); or (4) modification of the Software to Your specifications, or combination of the Software with anything not provided by Pyramid, if the IPR Claim would have been avoided but for such modification or combination.
- 8.3. Defense by You.** You will: (1) defend Pyramid and its Affiliates, and their officers, directors, and employees against any Claim to the extent alleging that (a) Customer Data or Customer Technology (i) infringes any IPR, or (ii) violates any privacy rights or applicable Law, or (b) modification to any Software or other Pyramid technology made to Your specifications or otherwise made by or on Your behalf (other than one made by or for Pyramid and only if the Claim would have been avoided by use of the unmodified Pyramid technology), infringes any IPR, or violates any privacy rights or applicable Law; and (2) pay any settlement amount or court-ordered damages finally awarded arising from such Claim.

8.4. Process. Each Party's duty to defend under this Section 8, as applicable, is subject to the Party with the Claim ("**Claimant**"): (1) notifying the Party with the defense obligation ("**Defending Party**") promptly of any actual or threatened Claim; (2) giving the Defending Party sole control of the defense of such Claim and of any related settlement negotiations; and (3) cooperating and, at the Defending Party's reasonable request and expense, assisting in such defense. Neither Party will stipulate, acknowledge, or admit fault or liability on the other's part without the other's prior, written consent. The Defending Party will not publicize any settlement without the Claimant's prior, written consent. To the extent the Parties perform as required, this Section 8 states each Party's entire liability and the other party's exclusive remedy for third-party claims and third-party actions.

9. LIMITATION OF LIABILITY

9.1. Limited Liability. Each Party's total, cumulative liability related to this Agreement and the products and services provided under this Agreement will be limited to the amounts paid by You for use of the products or provision of the services giving rise to the claim during the 12-month period preceding the first event giving rise to liability or if no amounts have been paid, the amount payable for the same period. Multiple claims will not enlarge this limit.

9.2. Excluded Damages. In no event will either party be liable for any incidental, indirect, consequential, punitive, special, or exemplary damages (including but not limited to lost profits, or loss of business or reputation), even if such Party has been advised of such damages in advance or if such damages were foreseeable.

9.3. Applicability. The foregoing does not apply to: (i) obligations to pay for the Software or taxes; (ii) third party payment obligations under Section 8; (iii) infringement or misappropriation by a Party of the other Party's IPR; or (iv) an action in tort, separate and distinct from a cause of action for breach of this Agreement, for a Party's gross negligence or willful misconduct. For free trials, Pyramid's maximum aggregate liability for direct damages will be limited to €5.00. No action, regardless of form, arising out of or relating to this Agreement may be brought by either Party more than two (2) years after the cause of action has accrued.

10. TERM AND TERMINATION.

10.1. Generally. This Agreement begins on the Effective Date and continues for the Subscription Term or for the period of time as determined by Your License Key for trial Software. No Subscription Term shall exceed a maximum of three (3) calendar years at a time. Each Party may terminate this Agreement in its entirety: (1) on 30 days' prior notice to the other, if at the time of notice there are no Order Forms in effect; (2) immediately on notice by the Party subject to a petition in bankruptcy or any proceeding related to its insolvency, receivership, or liquidation, in any jurisdiction, that such Party is enforcing their right to reject this Agreement which is an executory contract; or (3) immediately on notice if the other Party materially breaches this Agreement and does not cure such breach within 30 days after the other Party's receipt of notice of the breach. Either Party may terminate an Order Form on notice if the other Party materially breaches this Agreement or the applicable Order Form for the affected Software and does not cure the breach within 30 days after receiving notice of the breach.

10.2. Effect of Termination. On termination of the affected Software or an Order Form or expiration of a Subscription Term, You will stop using and destroy (with written certification to Pyramid) all copies of the Software, Updates, Fixes, Add-Ons, and Documentation that

are in your possession or control, and all related licenses and rights granted to You in this Agreement shall terminate immediately, automatically, and without notice. This requirement applies to copies of the Software in all forms, partial and complete, in and on all types of media and computer memory, and whether or not modified or merged into other materials. Pyramid will, within 30 days after the effective date of Your termination for Pyramid's breach, refund to You any prepaid fees received by Pyramid covering the remainder of the Subscription Term for the affected Software, if any, after the effective date of termination. Within 30 days after the effective date of Pyramid's termination for Your breach, You will pay all remaining amounts, if any, payable under this Agreement for the Subscription Term applicable to the terminated Order Form, regardless of the due dates in the Order Form.

10.3. Survival. Sections 4 (Intellectual Property Ownership), 5 (Confidentiality), 7 (Warranty; Disclaimers) (solely in accordance with its terms), 8 (Intellectual Property Infringement/Defense Obligations), 9 (Limitation of Liability), 10 (Term and Termination) (solely in accordance with its terms), and 11 (General), together with any other terms required for their construction or enforcement, will survive termination or expiration of this Agreement.

11. GENERAL

11.1. Notice. Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c) the day of sending by email to the contacts set forth on the Order Form. Notices for termination or an indemnifiable claim ("**Legal Notices**") must be clearly identifiable as Legal Notices. Billing-related notices to You will be addressed to the relevant billing contact designated by You on the Order Form. All other notices to You will be addressed to the relevant Software system administrator designated by You on the Order Form.

11.2. Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Party's prior written consent (not to be unreasonably withheld); provided, however, either Party may assign this Agreement in its entirety (together with all Order Forms), without the other Party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a Party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other Party, then such other Party may terminate this Agreement upon written notice. In the event of such a termination by You, Pyramid will refund to You any prepaid but unused fees allocable to the remainder of the term of Your subscriptions for the period after the effective date of such termination. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

11.3. Construction. URLs are understood to also refer to successor URLs, URLs for localized content, and information or resources linked from within the websites at such URLs. The words "include," "includes," and "including" are deemed to be followed by the words "without limitation", the word "or" is not exclusive, the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole, and all singular forms of a noun include the plural, and vice versa. This Agreement is intended to be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

- 11.4. Waiver; Severability.** No waiver of any breach of this Agreement will be a waiver of any other breach, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving Party. Failure by a Party to enforce any part of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. In the event any provision or part of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction, it shall be amended to the extent required to render it valid, legal and enforceable, or deleted if no such amendment is feasible, and such amendment or deletion shall not affect the enforceability of the other provisions hereof.
- 11.5. Third-Party Beneficiaries; Relationship.** Except for licensors of Third-Party Components as set forth in this Agreement, there are no third-party beneficiaries under this Agreement. The parties are independent contractors, and nothing in this Agreement will be construed to create a partnership, joint venture, agency, or other relationship.
- 11.6. Entire Agreement; Order of Precedence.** This Agreement, including any referenced written schedules, addenda, Order Forms, and exhibits constitutes the entire agreement between the Parties and supersedes all previous agreements or representations, written or oral, with respect to its subject matter. Pyramid may update or modify this Agreement from time to time. Pyramid will provide notice of any material changes by posting the updated Agreement under the Terms of Use URL and updating the “last revised” date. Your continued use of or access to the Software and the Services after such changes become effective constitutes Your acceptances of the updated Agreement. In the event of any conflict, the following order of precedence shall apply: (i) the applicable Order Form solely with respect to the commercial terms expressly set forth therein, (ii) this Agreement, and (iii) any additional schedules, addenda, or exhibits.
- 11.7. Governing Law.** The Agreement will be governed by the laws of Ireland, without regard to its conflict of laws principles. Any disputes arising out of or related to this Agreement or any other aspect of the parties’ relationship under this Agreement will be heard only in any court of competent jurisdiction in Dublin, Ireland. The parties irrevocably consent to the jurisdiction of, and venue in, such courts and waive any objection that such courts are an inconvenient forum. Notwithstanding the foregoing, either Party to this Agreement may, at any time, and without waiving any other rights under this Agreement, seek appropriate legal or equitable relief in any court of competent jurisdiction to protect its Confidential Information, technology and IPR.
- 11.8. Attorney’s Fees.** In any suit or proceeding between the Parties relating to this Agreement, the prevailing Party will have the right to recover from the other its costs and reasonable fees and expenses of attorneys, and other professionals incurred in connection with the suit or proceeding, including costs, fees and expenses upon appeal, separately from and in addition to any other amount included in such judgment. This provision is intended to be severable from the other provisions of this Agreement and shall survive and not be merged into any such judgment.
- 11.9. Informal Dispute Resolution.** Except for the right of either Party to apply to a court of competent jurisdiction for injunctive relief, if any dispute arises between the Parties, the Parties shall first attempt to resolve such dispute among themselves prior to resorting to any formal legal action. Either Party may notify the other Party in writing of the occurrence of a dispute and establish a mutually convenient time and place to discuss the dispute. In any event, the meeting shall occur within a commercially reasonable period of time (which period shall not exceed fifteen (15) days from the date of the notice) and shall take place between Pyramid’s account executive, Your equivalent representative and Your Chief

Information Officer or equivalent. If the meeting does not resolve the dispute, either Party may then give the other Party written notice that the dispute continues. Within a commercially reasonable period of time after such notice, which period shall not exceed fifteen (15) days from the date of such notice, designated executives of both Parties shall meet to discuss the issue at a mutually convenient time and place. Such executives shall be at each Party's Vice President level or above. If the dispute has not been resolved within a reasonable period of time thereafter, then either Party may pursue applicable remedies under this Agreement, at law, or in equity.

11.10. Force Majeure. Except for Your payment obligations, neither Party will be liable to the other if performance is prohibited or delayed by acts or events outside of the other Party's reasonable control.

SCHEDULE A

THIRD-PARTY COMPONENTS TERMS

1. End User License Agreement for World Programming Limited, attached as Annex A
2. End User Minimum Terms for Bing Maps ISV Applications, attached as Annex B
3. Bing Maps Terms of Use, located at: <https://www.bingmapsportal.com/terms/EndUserTerms>

ANNEX A TO SCHEDULE A

End User License Agreement for World Programming Limited

THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND WORLD PROGRAMMING LIMITED. PLEASE READ CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING THE SOFTWARE.

These terms, together with any Purchase Documents (defined below), (together, the Agreement) constitute a legal agreement between you (Licensee or you) and World Programming Limited of Osprey House, Budds Lane, Romsey, Hampshire 5051 OHA, United Kingdom (Licensor or we) for Licensor's computer software known as the Licensor System (WPS), together with any Updates, Upgrades, Standard or Premium Technical Support Services and Operating Documents (all defined below) for that software (the Software).

This Agreement takes precedence over any on-screen licence terms. We do not sell the Software to you. We remain the owner of the Software at all times.

IMPORTANT NOTICE TO ALL USERS

BY ENTERING INTO THIS AGREEMENT, INSTALLING OR USING THE SOFTWARE YOU AGREE TO THE TERMS OF THIS AGREEMENT.

IF YOU ARE A BUSINESS USER, THIS AGREEMENT WILL BIND YOU AND YOUR EMPLOYEES, AGENTS, MEMBERS, CONTRACTORS AND CONSULTANTS ACTING ON YOUR BEHALF. YOU REPRESENT THAT THE PERSON ACCEPTING THESE TERMS IS AUTHORISED TO ENTER INTO THIS AGREEMENT ON YOUR BEHALF.

YOUR ATTENTION IS DRAWN TO THE LIMITATIONS ON LIABILITY BELOW.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MUST NOT USE THE SOFTWARE AND MUST DELETE ANY AND ALL INSTALLATIONS AND COPIES OF THE SOFTWARE.

IF YOU HAVE ENTERED INTO AN AGREEMENT WITH SOMEONE OTHER THAN US FOR YOUR USE OF THE SOFTWARE (A RESELLER, OEM PROVIDER OR OUTSOURCE PROVIDER OF THE SOFTWARE), THESE TERMS WILL BE DEEMED TO APPLY IN THEIR ENTIRETY BETWEEN US AND YOU SAVE THAT ANY PAYMENT OF THE RELEVANT FEES (AS DEFINED BELOW) SHALL BE OWED TO THE RESELLER, OEM PROVIDER OR OUTSOURCE PROVIDER RATHER THAN TO US.

YOU SHOULD PRINT A COPY OF THIS DOCUMENT FOR FUTURE REFERENCE.

SECTIONS 6.4, 6.5, 7.3, AND 7.4 REPRESENT ESSENTIAL OBLIGATIONS WITHOUT WHICH THE LICENSOR WILL NOT ENTER INTO THIS AGREEMENT.

1. DEFINITIONS AND INTERPRETATION

Academic means a Person who is an accredited student or member of academic staff of an Academic Institution.

Academic Institution means a recognised not-for-profit academic or educational institution.

Additional Licence means any licence or entitlement to use the Software in addition to the licence(s) and entitlement set out in your Purchase Documents from time to time.

Additional Licence Fees means the fees payable in respect of any Additional Licence(s) requested pursuant to the terms of this Agreement and calculated according to the Licence Edition(s) requested. The Additional Licence Fees will be pro-rated from the first day of the calendar month specified in your Purchase Documents to the end of the Licence Period in which the Additional Licence is requested.

Application means a software program developed by you or for you or that you have the right to use and that makes use of the Software. An Application must have significantly different functionality to the Software.

Bureau Provider Use means use of the Software by you for processing third-party data provided to you by or on behalf of that third party, either for your own business purposes or those of the third party who engages you to provide this service.

Business User means an incorporated or unincorporated company, partnership, charity, not-for-profit organisation, governmental department, governmental or regulatory or other body or Person which/who uses the Software for the purposes of their trade, business, craft or profession.

Consultancy Provider Use means use of the Software for your provision of professional services to a third party, including but not limited to the development and testing of computer programs, problem diagnosis, demonstration, feasibility or proof of concept work but not including the processing of that third party's data for their or your business purposes.

Consumer means a Person who uses the Software other than for the purposes of their trade, business, craft or profession. An Academic (defined above) can be a Consumer.

Demonstration Use means using the Software solely for the purpose of demonstrating it to a third party in order for that third party to evaluate the Software for use in the course of its trade, business, profession or craft or, if the third party is a Consumer, for their personal purposes. The Software may only for used for such demonstration purposes and the output generated by the Software may under no circumstances be used for any other commercial purposes.

Development and Testing Use means use of the Software to test, benchmark, create or modify computer programs or to verify the operation of such programs.

Disaster Recovery Use means use of the Software in a disaster recovery environment in the event that your production environment is unavailable until such time as your production environment is restored and for reasonable periodic testing of that disaster recovery environment.

Evaluation Use means evaluating the Software for use in the course of your trade, business, profession or craft if you are a Business User or for your personal purposes if you are a Consumer. The Software's output and/or results may under no circumstances be used for commercial purposes.

Event Outside Our Control means any act or event beyond our reasonable control, including without limitation failure of public or private telecommunications networks.

Licence Edition means the edition(s) of licence you have purchased as specified in your Purchase Documents, each edition purchased constituting a separate Licence.

Licence Fees means the fees specified in your Purchase Documents.

Licence Key means a computer file provided to you by us (either directly or through an authorised partner) that enables operation of the Software.

Licence Period means:

1. in respect of a Standard Edition Licence, Application Provider Edition Licence or Disaster Recovery Edition Licence, Demonstration Edition Licence, Development Edition Licence or Outsource Edition Licence (each as defined below), the 12-month period (or other period specified in your Purchase Documents) commencing at 00:00 local time on the first day of the calendar month specified in your Purchase Documents, or the most recent anniversary thereof, whichever is the later;
2. in respect of an Express Edition Licence (as defined below), the 12-month period commencing at 00:00 local time on the first day of the year specified in your Purchase Documents or the most recent anniversary thereof, whichever is the later;
3. in respect of an Evaluation Edition Licence (as defined below), the 30 calendar day period commencing at 00:00 local time on the date specified in your Purchase Documents (or other period if specified in your Purchase Documents);
4. in respect of an Academic Edition Licence (as defined below), the 12-month period (or other period if specified in your Purchase Documents) commencing at 00:00 local time on the first day of the calendar month of September immediately preceding the date specified in your Purchase Documents or the most recent anniversary thereof, whichever is the later.

OEM Customer means a user of the Software who is provided with access to the Software by a third party: (1) whose business it is to provide OEM software which includes the Software; and (2) with whom the relevant OEM provider has entered into an agreement for the provision of certain OEM software, including the use of the Software (an OEM Provider).

Operating Documents means all websites, manuals, documents, help systems, data, templates, examples and other information provided to you in any form relating to the Software.

Operating System means the computer operating system on which you may install the Software as specified in your Purchase Documents.

Outsource Customer means a user of the Software who is provided with access to the Software by a third party: (1) whose business it is to provide outsourced services which includes the Software; and (2) with whom the relevant outsource provider has entered into an agreement for the provision of certain outsourced services, including the use of the Software (an Outsource Provider).

Outsource Provider Use means hosting and/or managing, in accordance with this Agreement, of one or more installations of the Software on computer systems owned, controlled or managed by you or your Outsource Customer (and identified in your Purchase Documents) where each installation is provided for Development and Testing Use, Production Use and/or Disaster Recovery Use by an individual Outsource Customer in accordance with the terms of this Agreement for use by that Outsource Customer for that Outsource Customer's internal business purposes.

Person means a human being.

Platform Type(s) means the platform(s) specified in your Purchase Documents.

Premium Technical Support Service means the Licensor's premium technical response service as set out in the Technical Support Services Schedule.

Production Use means any use of the Software in your production environment for the purposes of processing live or historic data.

Purchase Documents means the electronic and/or printed documents you receive from us in connection with this Agreement including, but not limited to, order confirmations, purchase orders, pro-forma invoices, work orders and statements of work. If you are an Outsource Customer or an OEM Customer your Purchase Documents will be the electronic and/or printed documents you receive from your Outsource Provider or OEM Provider (respectively) in connection with your use of the Software (which should state, amongst other matters, your usage rights in respect of the Software and your Licence Period. If they do not, please contact your outsource provider and seek confirmation of your usage rights and Licence Period).

Remote Desktop Access means the use of the Software via remote desktop software by a Person to access a desktop login session on a networked Server or Workstation from the Person's local computer.

Renewal Licence Fees means the fees payable in respect of the renewal of your Licence as set out in your Purchase Documents payable by you.

Server means a physical or virtual computer system including but not limited to mainframe computers that may enable the Software to make data or network services available to other users or computers or may allow the Software to be used directly or indirectly by multiple users concurrently, and may be located anywhere including but not limited to in a datacentre, server room or server cabinet.

Standard Technical Support Service means our standard technical response service as set out in the Technical Support Services Schedule.

Technical Support Services Schedule means the schedule to this Agreement entitled "Technical Support Services Schedule", as amended from time to time.

Update means a new version of the Software that provides minor fixes and/or additional features.

Upgrade means a new version of the Software that provides significant fixes and/or additional features.

Virtual Desktop Infrastructure or VDI means use of the Software within a configuration of computers using server computers to provide independent virtualised desktop login sessions (each constituting a Desktop) to Persons working for you or on your behalf via thin client hardware or software.

Workstation means a personal computer, workstation, desktop, laptop, notebook, netbook, tablet or smartphone that has a physical screen connected to it and that is not located within a data centre, server room, server rack or otherwise located in any situation in which it is not attended by a Person.

2. GRANT AND SCOPE OF LICENCE

- 2.1 Subject to and conditional upon your compliance with the terms of this Agreement, we grant to you a non-exclusive, non-transferable, limited, licence to use the Software for your own personal purposes (if you are a Consumer) or your normal internal business purposes (if you are a Business User) during the Licence Period.
- 2.2 If you are an Outsource Customer or an OEM Customer, you may only use the Software, always in accordance with the terms of this Agreement, when expressly permitted to do so by your outsource provider or OEM provider and the remainder of this section will not apply to you.
- 2.3 We shall provide you with a Licence Key upon your payment of the Licence Fees. The Licence Key is confidential and solely for your use; it may not be shared or transferred. If we provide a Licence Key to you prior to your payment of the Licence Fees or any Renewal License Fees or Additional Licence Fees (the Fees), this shall not constitute a waiver of your obligation to pay. Any use that you make of the Software prior to payment of any Fees will be on a temporary basis only. We shall be entitled to terminate such use without notice. Upon any such termination, you shall permanently delete any copies you have made of the Software in respect of the Licence for which you have failed to pay the Fees.
- 2.4 If you wish to acquire an Additional Licence, you shall notify us of the Licence Edition(s) you require and pay us the Additional Licence Fees. Any Additional Licence(s) shall expire at the end of the Licence Period in which it is acquired.
- 2.5 If you wish to renew your Licence(s) (including any Additional Licence(s)) at the end of any Licence Period for an additional twelve (12) month period, you shall provide us with:
 - (a) notice of your renewal request sixty (60) days prior to the last day of the current Licence Period. Your notice should specify the Licence(s) you wish to renew; and
 - (b) payment of the Renewal Licence Fees at least thirty (30) days prior to the last day of the current Licence Period.
- 2.6 You acknowledge that the Software is activated by a Licence Key that shall also disable the Software at the end of each Licence Period. Upon receipt of any Renewal Licence Fees we shall provide you with a replacement Licence Key which you must use only in accordance with our instructions.
- 2.7 We shall obtain all necessary export licenses in respect of the Software. You shall be responsible for obtaining all necessary licenses and/or permissions to import the Software.

3. RIGHTS AND RESTRICTIONS FOR ALL USERS

3.1 During the Licence Period you may, in accordance with and subject to your compliance with the terms set out below:

- (a) download, install and use the Software for your personal use (if you are a Consumer) or your normal internal business purposes (if you are a Business User). In respect of each Licence Edition you have acquired, you may only use the Software:
 - i) in accordance with the usage rights attributable to that Licence Edition, as set out below. If you are an Outsource Customer or OEM Customer, you may only make Development and Testing Use, Production Use and/or Disaster Recovery Use of the Software;
 - ii) on the Platform Type(s) specified in your Purchase Documents; and
 - iii) on the Operating System specified in your Purchase Documents;
- (b) make one back-up copy of the Software; and
- (c) receive and use any Upgrade or Update as may be made available by us from time to time.

3.2 You are entitled to:

- (a) Standard Technical Support Services in respect of any Standard Edition Licence, Application Provider Edition Licence or Disaster Recovery Edition Licence;
- (b) Premium Technical Support Services only if specified in your Purchase Documents.

3.3 Except as expressly set out in this Agreement, you undertake:

- (a) not to copy the Software or any part of it except where such copying is necessary for the ordinary use of the Software in accordance with this Agreement;
- (b) not to make more than one back-up copy of the Software;
- (c) not to rent, lease, sub-license, loan, translate, merge, adapt, vary, permit the use of the Software by, or transfer the Software to, any third party or person;
- (d) not to make alterations to the whole or any part of the Software, nor permit the Software or any part of it to be combined with, or become incorporated in, any other software or to create derivative works from the Software;
- (e) to keep all copies of the Software secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Software;
- (f) if you are a business or organisation of any nature, to supervise and control use of the Software and ensure that the Software is used only by your employees,

agents, consultants and contractors and any other representatives acting on your behalf, and in accordance with the terms of this Agreement;

- (g) to include the Licensor's copyright notice on all entire and partial copies the Licensee make of the Software on any medium and not circumvent, remove or disable any notices or security protocols; and
- (h) not to use the Software or any of the information about the Software provided by us or any information gained from observing, studying or testing the Software, to produce, improve or modify software to produce the same or similar functionality as the Software.

3.4 Upon your written request specifying the purpose for which the information is required, we will provide all information that is necessary to achieve interoperability between the Software and another software program to the extent required by applicable law. As such, you warrant and agree not to disassemble, reverse engineer or decompile the Software for any purpose. You agree not to disclose or communicate any such information received from us to any third party without the Licensor's prior written consent, to use it only for the purposes of achieving interoperability of the Software with another software program including, without limitation, not to use it to create any software that is identical or similar to the Software.

4. LICENCE EDITIONS AND USAGE RIGHTS

4.1 Standard Edition Licence

A Standard Edition Licence entitles you to use the Software solely for Development and Testing Use, Production Use, Consultancy Provider Use and Bureau Provider Use.

4.2 Express Edition Licence

An Express Edition Licence entitles you to use the Software solely for learning how to use the Software, for Development and Testing Use and for Evaluation Use.

4.3 Disaster Recovery Edition Licence

A Disaster Recovery Edition Licence entitles you to use the Software solely for Disaster Recovery Use.

4.4 Evaluation Edition Licence

An Evaluation Edition Licence entitles you to use the Software solely for Evaluation Use.

4.5 Demonstration Edition Licence

A Demonstration Edition Licence entitles you to use the Software solely for Demonstration Use.

4.6 Development Edition Licence

A Development Edition Licence entitles you to use the Software solely for Development and Testing Use.

4.7 Academic Edition Licence

An Academic Edition Licence is exclusively available to Academic Institutions and Academics.

If you are an Academic Institution you may use, and may authorise Academics to use the Software solely for the purposes of providing or carrying out research, education, tuition or study in connection with the courses offered by the Academic Institution or research undertaken on behalf of the Academic Institution. The maximum number of Academics that can be authorised to use the Software at any one time is specified in your Purchase Documents.

If you are an Academic who has purchased an Academic Edition, you may use the Software for research or study in connection with your role at the Academic Institution. If you cease to maintain a role at an Academic Institution, this Agreement will terminate with immediate effect.

All research undertaken using the Software shall be strictly in accordance with the definition of Research and Experimental Development (R and D) according to section 2.1 of the OECD Frascati Manual 2002 available at <http://www.oecdbookshop.org>, which is as follows: "Research and experimental development (R and D) comprise creative work undertaken on a systematic basis in order to increase the stock of knowledge, including knowledge of man, culture and society, and the use of this stock of knowledge to devise new applications." We require you to place any results of research into the public domain before or at the same time as you provide the results to commercial sponsors or other sources of research funding.

4.8 Application Provider Edition Licence

An Application Provider Edition Licence entitles you to use the Software within or from an Application to provide services to your customers or potential customers via the Application. Under no circumstances shall anyone other than you have any access to the Software.

4.9 Outsource Edition Licence

An Outsource Edition Licence entitles you to make Outsource Provider Use of the Software on the terms of this Agreement in respect of any Outsource Customer specified in your Purchase Documents.

You shall not make Outsource Use of the Software in respect of any Outsource Customer not specified in your Purchase Documents unless and until you have notified us in writing of the legal name and address of the relevant Outsource Customer, paid to us any Additional Licence Fees that become due and we have provided written approval of the new Outsource Customer.

An Outsource Customer shall be entitled to the same Standard Technical Support Services and Premium Technical Support Services to which you are entitled as specified in your Purchase Documents.

You must at all times use the Software in accordance with your usage rights and limits set out in this Agreement and your Purchase Documents. For these purposes, use of the Software by an Outsource Customer will be deemed to be use by you.

You recognise and acknowledge that you are fully responsible for ensuring that each and every Outsource Customer uses the Software solely in accordance with the terms of this Agreement.

Prior to any use by any Outsource Customer of the Software, you shall ensure that the Outsource Customer has seen the terms of this Agreement and that the Outsource Customer is aware that it is only permitted to make Development and Testing Use, Production Use and/or Disaster Recovery Use of the Software and for the number of installations and/or users in accordance with the terms of this Agreement and as specified accordingly in the Purchase Documents. You shall use commercially reasonable efforts to require that your Outsource Customer complies with the terms of this Agreement.

In the event that an Outsource Customer, or any employee, agent, consultant, contractor or other individual acting on behalf of that Outsource Customer, uses the Software other than in accordance with the terms of this Agreement, you shall be liable to us as if you had breached this Agreement.

In the event that we wish to pursue an Outsource Customer in respect of their use of the Software other than in accordance with the terms of this Agreement, you shall promptly provide us with any support, assistance, documents or records we request.

In no circumstances shall we be liable to any Outsource Customer or to you in respect of any loss, damage, costs or expenses of any nature incurred by you as a result of any conduct by an Outsource Customer.

You warrant and agree that you have not and will not grant, represent or purport to grant or represent to any third party that you have any rights related to the Software that are in any respect broader or inconsistent with the rights granted to you under this Agreement.

If it comes to your attention that the Outsource Customer acts or omits to act other than in accordance with the terms of this Agreement, you shall:

- (a) immediately inform us and provide us with full details of the act or omission by the Outsource Customer;
- (b) take prompt, commercially reasonable corrective action at your expense to remedy the breach and/or obtain all other appropriate relief and notify us in writing of corrective action taken;
- (c) upon our request, immediately take all steps to prevent the Outsource Customer from making any further use of the Software;
- (d) use your best efforts to obtain such equitable relief as promptly as reasonably possible;
- (e) bring a claim against the Outsource Customer under your outsource agreement with that Outsource Customer or, if possible, assign to us your right(s) to do so; and/or
- (f) permit us to take action against such Outsource Customer and seek such relief as may be appropriate.

No action you take in respect of the Outsource Customer shall preclude us from also taking action to compel compliance by the Outsource Customer with the terms of this Agreement.

Your obligations set out in this Clause shall survive expiration or termination of this Agreement.

4.10 Platform Types

(g) WORKSTATION

- (i) In respect of Software licensed for use on a Workstation you may install one copy of the Software on each Workstation up to the maximum number of permitted Workstations specified in your Purchase Documents (each an Authorised Workstation). If the Software has been licensed to you for use in a VDI, you may install the Software in the VDI. In that case, the Software may only be used via Desktops in that VDI and the maximum number of Desktops presented at any one time must not exceed the maximum permitted number specified in your Purchase Documents.
- (ii) Software licensed for use on a Workstation shall not be installed on a Server or a workstation computer used as a Server. The sole exception is if the Software has been licensed to you for use in a VDI in which case the Software may only be installed on a Server within the VDI and may only be used via Desktops in that VDI.
- (iii) Only one Person may use the Software on any one Authorised Workstation at any one time or in the case of VDI on any one Desktop at any one time. Provided that the software is installed and used on no more than the maximum number of permitted Authorised Workstations (as specified in your Purchase Documents) at any one time, you may transfer the Software from an Authorised Workstation to another Workstation. This Workstation becomes the Authorised Workstation provided that the Software is immediately removed from the original Authorised Workstation. You may not do this to share a licence between workstation computers or facilitate a multi-user environment for any single instance or installation.
- (iv) Any scheduled or automated use of the Software on a Workstation may only be for the direct benefit of the main user of the Software in fulfilling his or her business tasks.
- (v) No direct or indirect access to the Software on an Authorised Workstation from other computers networked with the Authorised Workstation is permitted, with the sole exception that the main user of the Software may access the Software on the Authorised Workstation via Remote Desktop Access. You may not do this to share a licence between workstation computers or facilitate a multi-user environment for any single instance or installation.

(h) SERVER

- (i) Software licensed for use on a Server may be installed on a Server or workstation computer used as a Server (also a Server).
- (ii) The number of permitted installations of the Software on a Server is specified in your Purchase Documents.
- (iii) The maximum quantity, size, capacity or specification of the Server(s) is specified in your Purchase Documents.
- (iv) The maximum number of concurrent users of the Software on the Server(s) is specified in your Purchase Documents.
- (v) If your Purchase Documents specify that the Software will be supplied with a client component (the Software Client) then the Software may be accessed via that Software Client which may be installed on one or more Servers or Workstations.
- (vi) Scheduled or automated use of the Software, or batch processing, is permitted on Servers for the usage purposes permitted by the relevant Licence Edition(s).

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1 You acknowledge that all legal and beneficial rights, title, and interest in the Software and all intellectual property rights in or relating to the Software anywhere in the world belong to us, that rights to use the Software are licensed (not sold) to you, and that you have no rights in, or to, the Software other than the right to use it in accordance with the terms of this Agreement. You may not sub-license, transfer, assign, sell, or otherwise part possession with the Software.
- 5.2 You acknowledge that you have no rights to access the Software in source code form. If at any time or for any reason we are obliged to deposit the source code of the Software with you, or any state or governmental body by reason of your use or licensing of the Software, we shall be entitled to immediately terminate this Agreement and you shall be entitled to a refund of any unused portion of the Fees paid or payable by you in respect of the Licence Period during which the termination occurs.

6. WARRANTIES AND INDEMNITIES

- 6.1 We warrant that we have the right and/or authority to grant this Licence and we indemnify, hold harmless and agree to defend you in respect of any third party claims, suits, demands, actions, damages, fines, fees, costs and expenses, excluding attorneys' fees, arising from our breach, if any, of this warranty.
- 6.2 If at any time the Software is found to infringe a third party's intellectual property rights we may, at our own expense and at our option, attempt to modify, repair or replace the Software with software of equivalent functionality. If we are unable to modify, repair or replace the Software with a functionally-equivalent non-infringing version, then either party may terminate the Agreement by providing written notice to the other, in which case we shall refund to you the remaining unused whole months of the Licence Fee or Renewal Licence Fee paid by you for the applicable Licence Period; we shall have no other liability to you except as otherwise expressly provided in this Section 6.

- 6.3 Any indemnities we provide, and any obligation on us to modify, repair or replace the Software, shall not apply if the claim results from your conduct or the conduct of someone acting on your behalf or the conduct of an Outsource Customer, an OEM Customer, an Outsource Provider or an OEM Provider or someone acting on their behalf. In particular, but without limitation, we shall have no obligation or liability to you or to your Outsource Customer, OEM Customer, Outsource Provider or OEM Provider, if you or they have altered, modified or amended the Software in any way or used it outside the terms of this Agreement or in combination with any other software not provided by us, or it has not been loaded onto equipment specified by us or suitably configured equipment.
- 6.4 THE SOFTWARE IS NEITHER GUARANTEED NOR WARRANTED TO BE ERROR-FREE NOR SHALL WE ASSUME ANY LIABILITY IN THIS RESPECT. YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR THE SUITABILITY OF THE SOFTWARE AND ANY DATA GENERATED OR PROCESSED BY THE SOFTWARE FOR YOUR INTENDED USE AND YOU WILL DEFEND, INDEMNIFY AND HOLD US, OUR OFFICERS, AND OUR EMPLOYEES HARMLESS FROM ANY THIRD PARTY CLAIMS, DEMANDS, OR SUITS THAT ARE BASED UPON ANY LACK OF SUITABILITY OF THE SOFTWARE IN YOUR USE OR ANY DATA GENERATED BY THE SOFTWARE IN YOUR USE.
- 6.5 THE LIMITED WARRANTY SET FORTH IN THIS SECTION 6 IS THE ONLY WARRANTY MADE BY US, AND THE LIMITED REMEDIES SET FORTH IN THIS SECTION 6 STATE YOUR SOLE AND EXCLUSIVE REMEDIES AGAINST US OR OUR SUPPLIERS FOR BREACH OF WARRANTY. WE AND OUR SUPPLIERS DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE. EXCEPT FOR THE FOREGOING LIMITED WARRANTY, WE EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR SUPPLIERS DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, INFORMATIONAL CONTENT OR ACCURACY, QUIET ENJOYMENT, TITLE AND NON-INFRINGEMENT, ERROR-FREE OPERATION, WITH REGARD TO THE SOFTWARE, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. IF THE APPLICABLE LAW DOES NOT PERMIT OUR EXCLUSION OF IMPLIED WARRANTIES DESPITE THIS AGREEMENT, THEN ANY IMPLIED WARRANTIES, GUARANTEES, OR CONDITIONS LAST ONLY DURING THE TERM OF THE LIMITED WARRANTY AND ARE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

7. LIMITATION OF LIABILITY

- 7.1 You acknowledge that the Software has not been developed to meet any of your individual requirements, and that it is your responsibility to ensure that the features and operational capability of the Software meet your requirements before you purchase or use the Software.
- 7.2 If you are a Business User or organisation, we only supply the Software for use by your business, and you agree not to use or resell, sub-license or part with the Software or Operating Documents for any other purpose.

7.3 IN THE EVENT THAT YOU SEEK TO CLAIM DAMAGES FROM US FOR ANY REASON, you CAN RECOVER FROM US ONLY DIRECT DAMAGES UP TO THE AMOUNT YOU HAVE PAID FOR THE SOFTWARE DURING THE CURRENT LICENCE PERIOD.

7.4 WE SHALL NOT UNDER ANY CIRCUMSTANCES WHATEVER BE LIABLE TO YOU FOR ANY OTHER DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ARISING OUT OF THE USE OR MISUSE OF THE SOFTWARE. SUCH OTHER DAMAGES MAY INCLUDE BUT ARE NOT LIMITED TO:

- (a) LOSS OF PROFITS, SALES, BUSINESS, OR REVENUE;
- (b) BUSINESS INTERRUPTION;
- (c) LOSS OF ANTICIPATED SAVINGS;
- (d) LOSS OR CORRUPTION OF DATA OR INFORMATION;
- (e) LOSS OF BUSINESS OPPORTUNITY, GOODWILL OR REPUTATION; OR
- (f) ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PURE ECONOMIC LOSS, DAMAGE, COSTS, CHARGES OR EXPENSES,

WHETHER OR NOT REASONABLY FORESEEABLE AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY THAT YOU MIGHT INCUR THAT LOSS OR TYPE OF LOSS, OR IF REPAIR, REPLACEMENT OR A REFUND FOR THE SOFTWARE DOES NOT FULLY COMPENSATE YOU FOR ANY LOSSES.

7.5 Nothing in this Agreement shall limit or exclude the Licensor's liability for:

- (a) death or personal injury resulting from the Licensor's negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other liability that cannot be excluded or limited by applicable mandatory law.

7.6 This Agreement sets out the full extent of the Licensor's obligations and liabilities in respect of the supply of the Software. Except as expressly stated in this Agreement, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Software which might otherwise be implied in, or incorporated in, this Agreement whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

8. TERMINATION

8.1 We may terminate this Agreement immediately upon written notice to you if you:

- (a) commit a material or persistent breach of this Agreement which you fail to remedy (if remediable) within 30 days after the service of written notice requiring you to do so;

- (b) cease, or threaten to cease, to trade, or an order is made or a resolution is passed for the winding up of you or an order is made for the appointment of an administrator to manage your affairs or documents are filed with a court of competent jurisdiction for the appointment of an administrator or notice of intention to appoint an administrator is given or a receiver is appointed of any of your assets or undertakings, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of you, or if another person takes possession of or sells such of your assets or you make any arrangement or composition with your creditors, or make an application to a court of competent jurisdiction for the protection of your creditors in any way, or you become bankrupt, or if you take or suffer any similar or analogous action to any of the foregoing in any jurisdiction in consequence of debt, or if you file for bankruptcy or are declared bankrupt.

If we are legally required to write to your administrator or equivalent insolvency practitioner to enquire whether they wish the Agreement to continue, this Agreement shall only terminate if they do not wish to continue the Agreement.

In neither of the above cases will you be entitled to a refund of any Licence Fees or Renewal Licence Fees or Additional Licence Fees upon termination.

- 8.2 If you are an Outsource Customer or an OEM Customer this Agreement will terminate immediately upon the expiry or termination, for any reason, of our agreement with your Outsource Provider or your OEM Provider.
- 8.3 If you are an Outsource Provider or OEM Provider and we for any reason terminate our licence agreement with one of your Outsource Customers or OEM Customers (respectively), your rights to make Outsource Provider Use of the Software in respect of that Outsource Customer, or to provide a licence to that OEM Customer, will terminate immediately. You shall not be entitled to a refund of any Licence Fees, Renewal Licence Fees or Additional Licence Fees upon such termination.
- 8.4 Upon termination for any reason:
 - (a) all rights granted to you under this Agreement shall cease;
 - (b) you must immediately cease all activities authorised by this Agreement; and
 - (c) you must immediately and permanently delete the Software from any and all your computer systems or systems controlled by you or in your possession or custody and all storage devices, and immediately destroy all copies of the Software then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.

9. EVENTS OUTSIDE OUR CONTROL

- 9.1 We will use our reasonable endeavours to meet our obligations under this Agreement despite any Events Outside Our Control. However, we will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Agreement that is caused by an Event Outside Our Control.

- 9.2 If an Event Outside Our Control takes place that affects the performance of our obligations under this Agreement our obligations under this Agreement will be suspended and the time for performance of our obligations will be extended until the Event Outside Our Control ceases, but in any event no later than the expiry of the Licence Period in which the Event Outside Our Control commences.

10. OTHER IMPORTANT TERMS

- 10.1 We may transfer our rights and obligations under this Agreement to another organisation, but this will not affect your rights or our obligations under this Agreement.
- 10.2 You may not transfer this Agreement or your rights or your obligations under this Agreement to another person or company or organisation without our prior written consent which we may withhold in our sole discretion, and for which we may charge a fee. We will notify you before we make any changes to these terms. We will notify you in one of the following ways:
- (a) we may email you;
 - (b) if you download or install a new version of the Software the terms included with the Software will replace these terms;
 - (c) the license terms included within the Software are available on our website.

Your continued installation and use of the Software after we provide notice of any amended terms constitutes your acceptance of the amended terms. In the event that you do not accept the changes to these terms, you must immediately cease to use the Software provided to you under this Agreement, notify us accordingly, and this Agreement shall terminate immediately.

- 10.3 This Agreement constitutes the entire agreement between the Licensor and you and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between the Licensor and you, whether written or oral, relating to its subject matter. You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. You agree that you shall have no claim for innocent, negligent misrepresentation or negligent misstatement based on any statement made to you prior to entering into this Agreement or included expressly or impliedly in this Agreement.
- 10.4 If we fail to insist that you perform any of your obligations under this Agreement, or if we do not enforce our rights against you, or if we delay in doing so, this will not constitute a waiver of our rights against you and will not mean that you do not have to comply with those obligations. A waiver of any default by you will only be effective if it is in writing executed by one of our directors and will not constitute a waiver of any subsequent default by you.
- 10.5 Each provision of this Agreement operates separately. If any court or competent authority decides that any one of the provisions is unlawful, invalid or unenforceable, but would be lawful, valid or enforceable if some part of it were

deleted or modified, the provision in question shall apply with such deletion or modification as may be necessary to make it lawful, valid or enforceable, and the remaining conditions will remain in full force and effect.

- 10.6 If there are any conflicts between the translated versions of this Agreement the English text shall be considered authoritative.

This Agreement, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law and all disputes, arguments and/or differences of opinion between us arising out of or in connection with this Agreement will be submitted to mandatory, final and binding arbitration before a single arbitrator in London, England in accordance with the provisions of the London Court of International Arbitration Rules. The language of the arbitration shall be English;

~~10.7 In the event of any conflict between the English and any other language version of this Agreement, the English version shall prevail.~~

ANNEX B TO SCHEDULE A

END USER MINIMUM TERMS FOR BING MAPS ISV APPLICATIONS

(KNOWN USER, LIGHT KNOWN USER, ALL MOBILE ASSET MANAGEMENT USERS, INTERNAL AND PUBLIC WEBSITE TRANSACTIONS, BING MAPS TRANSACTIONS)

These license terms (“End User Minimum Terms”) are an agreement between you (“End User” or “you”) and the independent software vendor that has licensed the application to you (“Bing Maps Licensor”) governing the software application or suite of applications (“Application”) which use the Microsoft Bing Maps Services. Please read them. Microsoft has licensed the Bing Maps Services to Bing Maps Licensor. By using the Application, you accept these terms. If you do not accept them, do not use the Application.

1. Definitions.

For the purposes of these End User Minimum Terms, the following definitions apply:

“Asset” means mobile objects that are managed as part of a fleet, which may include vehicles, devices, or people.

“Billable Transaction” means a call to the Service for which Bing Maps Licensors pay a fee, as further described at this [URL: https://docs.microsoft.com/en-us/bingmaps/getting-started/bing-maps-dev-center-help/understanding-bing-maps-transactions](https://docs.microsoft.com/en-us/bingmaps/getting-started/bing-maps-dev-center-help/understanding-bing-maps-transactions).

“Bing Maps Distance Matrix API” means the API that enables developers to generate and calculate travel time and distance information between various origin and destination locations, but without the routing details.

“Bing Maps Documentation Website” means the website located at this [URL: https://docs.microsoft.com/en-us/bingmaps/](https://docs.microsoft.com/en-us/bingmaps/).

“Bing Maps Isochrone API” means the API that calculates the geographical area that can be reached for a given travel time or distance. The result is a time- or distance-based geographical polygon based on routable networks for driving, walking, and public transit.

“Bing Maps Platform APIs” means the APIs available on the Bing Maps Documentation Website, and any other Bing Maps Platform APIs that Microsoft may offer via the Documentation.

“Bing Maps Snap to Road API” means the API that takes a list of longitudes and latitudes and returns a list of objects containing longitude, latitude, speed limit, and street names that forms a route snapped to the roads on the map. Users can request that the points be interpolated, resulting in a path that smoothly follows the geometry of the road.

“Bing Maps Truck Routing API” means the API that gets a truck driving route by specifying a series of geographical location defined by longitude and latitude that is used for navigational purposes. The route includes information such as route instructions, travel duration, travel distance. The API takes into consideration specific requirements for trucks and larger vehicles, e.g. avoiding low bridges, sharp turns, steep gradients, or following restrictions and permits for hazardous material.

“Bing Maps TOU” means the Bing Maps End User Terms of Use located here: <http://aka.ms/enduserembeddedmapstou> or such other locations as Microsoft may specify from time to time, that apply to End Users.

“Content” means any maps, images, geocodes, data, third party content or other content that Bing Maps Licensors are authorized to access via the Services.

“Drive Analytics” means the output of the analysis about an Asset’s movement resulting from an Application’s use of latitude/longitude coordinates, street names, and posted speed limits (car or truck) and other legal road use restrictions in order to determine if such Asset is following road compliance signage.

“Geofence” means one or more coordinates used to determine whether the location of an Asset has intersected a line or entered or exited a polygon. Examples include a radius of a point, a polyline or a polygon.

“Geofencing Alert” means the notification generated when an Asset enters, intersects or exits a Geofence. “Ordnance Survey“ means a third party maps content provider Ordnance Survey <https://www.ordnancesurvey.co.uk/>.

“Premium Services” means, collectively, the Bing Maps Distance Matrix API, Bing Maps Isochrone API, Bing Maps Snap to Road API, and Bing Maps Truck Routing API.

“Services” means (i) the Application-Specific Services listed in Section 6 below, (ii) the maps platform APIs for the Universal Windows Platform listed on the Bing Maps Documentation Website that provide access to Content, including all elements, components and executables of such APIs, and (iii) documentation that Microsoft makes available to End Users.

“Subscription License” or “SL” means a subscription license for the Services that may be granted pursuant to an agreement between Bing Maps Licensor and an End User.

“Universal Windows Platform” means an API created by Microsoft to enable development of applications that will potentially run on multiple types of devices running the Windows 10 operating system (and subsequent versions).

2. License.

Bing Maps Licensor provides you a license to access the Services from within the Application provided by Bing Maps Licensor only. You have acquired this Subscription License for use solely within the Application supplied by Bing Maps Licensor.

3. Additional Rights and Restrictions for End Users

Bing Maps TOU. In addition to these End User Minimum Terms, you must also comply with the Bing Maps TOU, which is incorporated by reference to these End User Minimum Terms.

Support or Service Level Agreement. Microsoft does not provide any support or service level agreement directly to End Users for Application(s) provided to End User by Bing Maps Licensor.

Termination Rights. Microsoft reserves the right to terminate access to the Application to any End User who is in breach of any restriction included in these End User Terms or Bing Maps Licensor’s terms with End User related to use of the Services, and who fails to cure such breach within thirty (30) days after written notice thereof.

No Warranty by Microsoft to End Users. Microsoft does not make any representation or warranty (express, implied, statutory, or otherwise) with respect to the Services or otherwise.

4. General Restrictions:

Microsoft does have some restrictions on your use of the Application supplied by Bing Maps Licensor. In using the Services provided with the Application, you may not:

(a) Upload or incorporate any content to the Services via the Application, or use the Application to display or use any content:

- for which you do not have all necessary permissions from the copyright holder(s);
- which includes nudity or is obscene, indecent, pornographic or libelous;
- which is intended to exploit minors in any way;
- which incites, advocates, or expresses hatred, bigotry, racism, or gratuitous violence; or
- which is intended to threaten, harass, stalk, defame, defraud, degrade, victimize, or intimidate an individual or group of individuals for any reason, including on the basis of age, gender, disability, ethnicity, sexual orientation, race, or religion, or to incite or encourage anyone else to do so.

Copy, store, archive, or create a database of the Content.

Use Content, including geocodes, other than in conjunction with the Application.

Present or alert a user to individual maneuvers of a route in any way that is synchronized with the user's sensor-based position along the route (e.g. turn by turn navigation that tracks user's position using GPS and communicates a maneuver as the user approaches the location for such maneuver).

Change, obscure, or minimize any logo, trademark, copyright or other notice of Microsoft or its suppliers, or digital watermarks in the Content; except that we may make alternative logo, trademark and copyright attribution requirements available for use with small maps or on small devices; if available you will find them at this URL: <https://www.microsoft.com/en-us/maps/mobile-brand-guidelines>.

Use Content other than in combination with the Services and not separately.

Use Content that consists of points of interest data to generate sales leads information in the form of ASCII or other text-formatted lists of category-specific business listings which (i) include complete mailing address for each business; and (ii) contain a substantial portion of such listings for a particular country, city, state or zip code region.

Transmit, sell, license or deliver any infringing, defamatory, offensive, or illegal products, services or materials.

Violate any applicable U.S. Export Administration Regulations or End User, end-use and destination restrictions issued by U.S. and other governments. The Services are subject to U.S. export jurisdiction.

Use the Services in any way that threatens the integrity, performance or reliability of the Services including performance or stress testing, or in any manner that works around any technical limitations in the Services.

Syndicate, redistribute, resell or sublicense access to the Services or Content on a standalone basis.

Falsify or alter any unique referral identifier in, or assigned to, an Application, or otherwise obscure or alter the source of queries coming from an Application.

Reverse engineer, decompile or disassemble the Services, except and only to the extent that applicable law expressly permits, despite this limitation.

Integrate road maps from the Services with road maps supplied by any third party. You may not replace aerial imagery from the Services with imagery supplied by any other mapping platform.

Use the Services or Content with a vehicle's dashboard, or a device connected to a vehicle's dashboard, systems or sensors, except that the device may be connected to the vehicle power source for charging purposes.

Use bird's eye aerial imagery (if it is made available through the Bing Maps Platform APIs) to reveal latitude, longitude, altitude or other metadata.

You may only use Content from Ordnance Survey in Applications that you make available to the general public.

You may combine or overlay Ordnance Survey's United Kingdom mapping data or data derived from Ordnance Survey's United Kingdom mapping data (but not Ordnance Survey's roads data) with the Services, only if you (i) have procured all such rights to Ordnance Survey's United Kingdom mapping data; and (ii) such use is consistent with your Ordnance Survey license.

5. Intellectual Property and Reservation of Rights.

All rights to the Services and the Content, including rights of use, not specifically granted under these End User Minimum Terms or your agreement with Bing Maps Licensor are reserved by Microsoft and its suppliers. Except as set forth in your agreement with your Bing Maps Licensor, these End User Minimum Terms do not grant Microsoft any right or license to any Application or your intellectual property, including intellectual property that you licensed from third parties. Except for material that Microsoft may license to you, Microsoft does not claim ownership of the content you post or otherwise provide to us, which is hosted by Microsoft or a third party hosting provider on Microsoft's behalf, related to the Services (called a "Submission"). However, by posting or otherwise providing your Submission (and for the avoidance of doubt, where Microsoft hosts content on your behalf including by a third party hosting provider, this constitutes a Submission, but where you host or a third party hosts content on your behalf, other than Microsoft or a third party hosting provider on behalf of Microsoft, this does not constitute a Submission), you are granting to Microsoft free permission to use, copy, distribute, display, publish, transcode and otherwise modify your Submission, each in connection with the Services, and sublicense these rights to others in order to provide the Services. For every Submission you make, you must have all rights necessary for you to grant the permissions in this section.

6. Application-specific terms.

The terms in Sections 1-5 above apply generally to all Bing Maps ISV Applications. This Section 6 includes application-specific terms depending on which SKU the Bing Maps Licensor has included in its Application, and are in addition to the terms above. These application-specific terms govern if there are any conflicts with the terms in Sections 1-5 above.

(a) Light Known User

- "Application-Specific Services" means Bing Maps Platform APIs (except Premium Services)
- Your license does not include the right to use Premium Services.
- You must acquire the appropriate Subscription License for each Known User (or Light Known User) that accesses the Application. Known Users (or Light Known Users, as applicable) are permitted to access the Application for the purpose of displaying maps and related information in an Application.
- Light Known Users may overlay administrative boundaries or other map content provided in the Application, provided that you do not use the Application for:
 - (i) loading additional map content layers of any kind;
 - (ii) editing or creating map content. For avoidance of doubt, simple annotations such as a line, arrow,

polygon or circle to highlight an area are allowed and not considered to be map content under this restriction; and

(iii) executing any spatial query other than proximity (find the nearest), point-in-polygon, distance between two points or as provided by the find and route services. For avoidance of doubt, the Application may not perform Geofences, buffers or query a spatially enabled database.

- **NOTE TO BING MAPS LICENSOR:** If Bing Maps Licensor allows an End User to use subscription licenses (Bing Maps Known User SL and/or Bing Maps Light Known User SL) for the Application from the End User's volume licensing agreement, Licensor must **add** the following text to the respective Known Users or Light Known Users section of the End User Minimum Terms provided to such End User, as follows:

“Light Known Users. You may license additional Light Known Users from your Licensor or on your Microsoft volume licensing agreement. If you acquire additional Light Known Users on your Microsoft volume licensing agreement, you must license a Bing Maps Light Known User SL for each Light Known User. If you acquire transactions on your Microsoft volume licensing agreement, you must license a Bing Maps Transaction Usage SL. You must provide your Bing Maps Licensor with your Microsoft volume licensing enrollment number and the number of Light Known Users or transactions purchased for the Application. You may use volume licensing Bing Maps Light Known User SL's or Bing Maps Transaction Usage SL's with the Application for the term of your agreement with your Bing Maps Licensor, provided you maintain your respective Bing Maps Light Known User SL or Bing Maps Transaction Usage SL license by way of your Microsoft volume licensing agreement. When Bing Maps Light Known User SL's or Bing Maps Transaction Usage SL's from volume licensing are reported to your Licensor, your Microsoft volume licensing agreement will prevail in the event of a conflict between the End User's Microsoft volume licensing agreement and the End User Minimum Terms.”

SCHEDULE B
SUPPORT ADDENDUM

IMPORTANT – PLEASE READ THESE TERMS CAREFULLY

This Pyramid Analytics Support Addendum (the “**Addendum**”) is an addendum to the Master Subscription License Agreement (“**Agreement**”) between Pyramid Analytics BV (“**Pyramid**”) and the individual/entity identified on the Order Form (“**You**” or “**Your**”). The terms of this Addendum are incorporated into and made a part of the Agreement by this reference. Any capitalized terms not otherwise defined herein shall have the meanings given to them in the Agreement.

This Addendum sets forth the terms and conditions governing Pyramid’s provision of technical support services for the Software (the “**Services**”). By entering into this Addendum, the Parties acknowledge and reaffirm their agreement to the Agreement.

By purchasing or using the Services, You agree to be bound by the terms of the Agreement as supplemented by this Addendum for the term set forth in Your Order Form.

1. SUPPORT SERVICES

1.1. Scope of Support Services. Subject to Your payment of the support services fees set forth on Your Order Form and Your compliance with the terms of this Addendum and the Agreement, Pyramid will provide You with the following Services for Supported Versions of the Software. “**Supported Versions**” means the current generally available release of the Software, unless otherwise explicitly set forth in Your Order Form.

- a. **Support Plan Benefits.** Pyramid will provide the following support benefits as outlined in the table below based on the level of plan purchased as set forth in Your Order Form. Pyramid reserves the right to modify the support plans, benefits, response times, and coverage hours set forth herein upon ninety (90) days' prior written notice to You. In the event of a material reduction in service levels, Your sole remedy shall be to terminate this Addendum upon written notice to Pyramid within thirty (30) days following such reduction and to receive a pro-rata refund of prepaid fees for the terminated portion of the then-current term.

Support Plan Benefits	Silver	Gold
Online Tutorials	✓	✓
Online Help	✓	✓
Community Forum	✓	✓
Support Contact Options	Online	Online, Phone
Priority Support		✓
Coverage	Business Hours	Business Hours
Number of TPOCs	2	3

- b. **Customer Support Portal.** Pyramid will provide the Services to Your technical point of contact (“**TPOC**”) designated in the Order Form for problems encountered by You while installing or using the Software where there is a reasonable expectation that the problem is caused by the Software. Pyramid will also provide online access to our Customer Support Portal to any registered User of Pyramid’s Software, including access to online help files and such optional paid services that Pyramid offers from time to time. Pyramid will provide the Services remotely in English from Pyramid’s site unless otherwise agreed in an Order Form. Additional fees will apply, including reasonable travel and living expenses, where onsite visits are required, which shall be agreed and approved in advance between Customer and Pyramid.
- c. **Availability.** The Services are available during the times set forth below:

Business Hours	Monday to Friday	3am to 7pm, Eastern Standard Time (EST)
Extended Support Hours	Sunday	3am to 10am, Eastern Standard Time (EST)

- d. Submitting Requests for Services. Your TPOC may submit requests for technical support by submitting a support ticket on the online support site at <https://support.pyramidanalytics.com> or successor website.
- e. Telephone Support. Where telephone support is provided under the appropriate Support plan, Your TPOC may also submit a request to schedule a telephone call or shared screen session with the Pyramid Technical Support desk or Customer Success Team.
- f. Severity. Pyramid will assign a priority level to Your request according to the priority levels set forth in Table 1 below. The assignment of priority levels shall be at Pyramid's reasonable discretion based on the information provided by You, and Pyramid may reassign priority levels as additional information becomes available or circumstances change.

Table 1 – Priority Levels

Priority #	Priority Level	Description
Priority 1 (P1)	Critical	Indicates a reported Incident where the Production Environment of the Pyramid Server is either completely inoperable or inaccessible to all of Customer's Users.
Priority 2 (P2)	High	Indicates a reported Incident where the issue has severely impacted the performance of the Software's intended use as described in the Documentation and is causing a material and adverse impact to the majority of Customer's Users.
Priority 3 (P3)	Medium	Indicates a reported Incident where the issue has a significant impact on the performance and/or functionality of the Software as described in the Documentation that is impacting a minority of the Customer's Users or impacting all Customer's Users in a minor way.
Priority 4 (P4)	Low	All questions on how to use the Software.

- g. Pyramid Response Times. Pyramid will use commercially reasonable efforts to respond and provide updates to all support requests within the target time frames set forth in the Table 2 below based on the Support Plan purchased as set forth in Your Order Form. References to hours in Table 2 all refer to Business Hours. The response times set forth herein are targets representing commercially reasonable efforts and are subject to You complying with your responsibilities and Force Majeure. This target response time does not include resolution time. Pyramid will update You when there is a change of status in resolution of the issue. Pyramid will use commercially reasonable efforts to resolve all support requests promptly according to their assigned priority.

Table 2 – Response Times

Priority	Silver	Gold
P1	16-24 hours	8-16 hours
P2	24 hours	16 hours
P3	48 hours	32 hours
P4	10 business days	5 business days

h. Pyramid Knowledge Base. Pyramid will provide You with access to the Pyramid self-help knowledge base available at <https://help.pyramidanalytics.com> or successor website.

1.2. Exclusions from Support Services.

- a. *Exclusions.* The following matters are not covered by the Services, and Pyramid shall have no obligation to provide support for:
- i. Installation of Updates or Upgrades by Pyramid;
 - ii. Any problem resulting from the misuse, improper use, or damage to the Software;
 - iii. Any problem caused by modifications to the Software not made or expressly authorized in writing by Pyramid;
 - iv. Any problem caused by or resulting from third party software;
 - v. Any problem caused by or resulting from the equipment or hardware used with the Software;
 - vi. Recovery of lost data;
 - vii. Any problem arising from or related to beta, pre-release, evaluation, or non-production versions of the Software;
 - viii. Any problem caused by Your failure to implement security patches, hotfixes, or critical updates provided by Pyramid within the timeframes specified by Pyramid;
 - ix. Any problem arising from use of the Software in an operating environment, platform, or configuration not expressly supported in the Documentation or the Agreement;
 - x. Any problem arising when You have not installed Updates within the six (6) month period required under Section 1.3(c) of this Addendum;
 - xi. Any problem caused by or resulting from Your data, content, configurations, customizations, or integrations; or
 - xii. Any problem arising from Your failure to maintain adequate backup and disaster recovery procedures.

If Pyramid reasonably determines that a reported problem is caused by any of the above exclusions, Pyramid may, at its option, either (a) decline to provide Services for such request, or (b) provide Services for such request on a time and materials basis at Pyramid's then-current standard professional services rates, plus reasonable expenses. You shall be responsible for payment of all such charges within thirty (30) days of invoice. Notwithstanding the foregoing, Pyramid will not charge You for a support request to the extent that Pyramid reasonably determines that the problem was caused solely by a programming error in a Supported Version of the Software.

1.3. Your Responsibilities. Pyramid's performance of the Services is expressly conditioned upon and subject to Your timely and complete performance of the following obligations. Pyramid will not be responsible for any delays, failures, or degradation in providing the Services caused by Your failure to perform these obligations, and any such failure shall toll any applicable response time targets until You have cured such failure.

- a. You shall designate a TPOC on our Customer Portal for the purpose of submitting support requests and receiving support under this Addendum as Your sole point of contact. You shall maintain current and accurate contact information for Your TPOC on the Customer Portal at all times and shall notify Pyramid promptly of any changes to such information. Pyramid shall not be responsible for any delays resulting from outdated or inaccurate contact information. You shall provide complete and accurate information in connection with all support requests, including detailed descriptions of the problem, steps to reproduce, error messages, log files, and system configuration information as reasonably requested by Pyramid. Incomplete or inaccurate information may delay resolution, and any such delays shall not be counted against Pyramid's target response times.
- b. You shall reasonably cooperate with Pyramid in its delivery of the Services. Such cooperation includes promptly providing Pyramid with:
 - i. availability of Your staff to liaise and work with Pyramid support and/or engineering staff, responding to emails and calls on a reasonable basis, and following directions and recommendations provided;
 - ii. all the steps necessary to recreate the reported problem and any other information or documentation that Pyramid may reasonably request; and
 - iii. reasonable assistance in re-creating and diagnosing the problem.
- c. You must install each Update within six (6) months of the date of its general commercial release.
- d. You are responsible for procuring, installing, and maintaining all equipment, telephone lines, communications interfaces, Internet connectivity, and other hardware necessary to operate the Software.
- e. You are solely responsible for implementing and maintaining adequate backup, data protection, and disaster recovery procedures for Your systems and data. Pyramid shall have no liability for any loss of data or inability to recover data, regardless of cause.
- f. Pyramid technical support personnel may require remote access to Your systems in order to diagnose and resolve technical support issues. You agree to provide Pyramid with access codes, procedures and permissions to access Your systems solely for the purpose of Pyramid's provision of technical support. Pyramid personnel will only access those systems authorized by You using methods approved by You and under Your supervision.

2. DISCLAIMER OF WARRANTY

PYRAMID DOES NOT WARRANT OR GUARANTEE THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, OR BE UNINTERRUPTED, ERROR-FREE, OR THAT ALL SUPPORT REQUESTS WILL BE RESOLVED. PYRAMID MAKES NO OTHER WARRANTY OR CONDITION WITH RESPECT TO THE SUBJECT MATTER OF THIS ADDENDUM (WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE ORAL OR WRITTEN), INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, TITLE, NON-INFRINGEMENT, QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE, OR ANY OTHER WARRANTY OF ANY KIND RESPECTING ANY SERVICES PERFORMED HEREUNDER.

3. GENERAL

3.1. Relationship of the Parties. Nothing in this Addendum shall be construed to create any agency, employment, joint venture, or franchise relationship between You and Pyramid. Pyramid shall be an independent contractor to You for the performance under this Addendum.

3.2. Survival. Section 2 (Disclaimer of Warranty) and this Section 3 (General) shall survive termination or expiration of this Addendum and the Agreement.

3.3. Subcontractors. Pyramid may use subcontractors, including third-party service providers, to perform any of the Services under this Addendum, provided that Pyramid shall remain responsible for the performance of such subcontractors and their compliance with the terms of this Addendum.

3.4. Discontinued Products. Notwithstanding anything to the contrary herein, support for any version of the Software that has been discontinued or reached end-of-life status shall be provided on an "AS-IS" basis without any warranty, service level commitment, or response time target.

3.5. Remedies. The response time targets set forth in this Addendum represent Pyramid's commercially reasonable efforts obligations and are not guaranteed service levels. Your sole and exclusive remedy for any failure by Pyramid to meet such targets or for any non-conforming Services shall be, at Pyramid's sole discretion, (a) re-performance of the applicable Services, or (b) if Pyramid is unable to cure such non-conformance within thirty (30) days of receipt of written notice specifying the non-conformance in reasonable detail, a pro-rata refund of fees paid for the specific affected Services during the period of non-conformance. In no event shall You be entitled to service credits, liquidated damages, or any other remedy not expressly set forth herein.

SCHEDULE C

Add-On Terms and Conditions

The following additional terms apply to the Add-Ons listed below:

- i. *Named Embedding*. The Named Embedding Add-On allows BI developers to embed interactive visuals, reports and dashboards from the Discover and Present functionality in the core Software into any website web application You own or develop. Embed recipients who authenticate through the Software may manipulate the views of underlying data.
- ii. *Anonymous Embedding*. The Anonymous Embedding Add-On is the same as the Named Embedding Add-On, except the recipients are not licensed Users of the Software.
- iii. *Report Bursting for Licensed Users*. The Report Bursting for licensed Users Add-On enables Users to send Publications as an attachment when distributing via e-mail, SMS, host portal or other means to recipients that are licensed Users of the Software. You are solely responsible for the content You send to third parties using Report Bursting and acknowledge and agree that Pyramid shall have no liability to You or any third party with respect to such content.
- iv. *Report Bursting for Unlicensed Users*. The Report Bursting for unlicensed Users Add-On is the same as Report Bursting for Licensed Users Add-On, except the recipients of Publications are not required to be licensed Users of the Software.
- v. *Premium Data Connectors*. The Premium Data Connectors Add-On allows access to certain data sources like SAP BW.
- vi. *OData*. The OData Add-On allows other data applications to use data from reports and content generated by the Software.
- vii. *White Label*. The White Label Add-On allows Your Software Administrator to change the branding of the Software, and to disable or customize help and support links.
- viii. *Tabulate*. The Tabulate Add-On is an in-platform, browser-based virtual spreadsheet which allows business modelling with live data. These models can be embedded in presentations or shared via interactive dashboards and formatted reports. The Tabulate Add-On can only be used by Users with a Professional or Analyst User License.
- ix. *Solve*. The Solve Add-On is an extension of Tabulate. It generates prescriptive and optimization solutions based on User-designed decision models designed through Tabulate's no-code/low-code interface. The Solve Add-On can only be used by Users with a Professional User License.
- x. *Multi-tenancy*. The Multi-tenancy Add-On allows separate entities - or tenants - to coexist on a single Main Server. Each tenant is a group of Users who share common access with specific privileges to the Software without being able to interact (or interrupt) the other tenants, their Users, their related activities, and their content.

SCHEDULE D

U.S. Public Sector Terms

This Schedule modifies the commercial terms set forth in Master Subscription License Agreement and any and all Order Forms and addenda (collectively, “**Agreement**”) and establishes the terms and conditions that govern the use by U.S. Public Sector Customers (as defined below) of the Pyramid Decision Intelligence Platform. Capitalized terms used but not otherwise defined in this Schedule shall have the meanings given to them in the Agreement. Pyramid acknowledges that Laws and regulations governing U.S. Public Sector Customers may sometimes require that certain terms in commercial agreements be limited and may be ineffective and/or inoperative. Therefore, to the extent the deviations set forth in this Schedule are required by applicable Law, Pyramid agrees that the following provisions take precedence over any conflicting terms in the Agreement.

1. **Definitions.**

1.1. “**DFARS**” means the Defense Federal Acquisition Regulation Supplement.

1.2. “**FAR**” means the Federal Acquisition Regulation.

1.3. “**Federal**” means any United States Federal Government branch or agency customer of the Pyramid Decision Intelligence Platform subject to this Schedule, including agencies and departments from the Executive Branch, the Congress, or the Military.

1.4. “**U.S. Public Sector Customer**” or “**Government**” means any Federal customer or other United States state or local government, or entity, authority, agency, or body exercising executive, legislative, judicial, regulatory or administrative functions of any such government, who uses the Pyramid Decision Intelligence Platform subject to this Schedule. U.S. Public Sector Customers may include public universities and hospitals.

2. **Applicability.** The Agreement and this Schedule are part of a contract between an authorized Reseller and a U.S. Public Sector Customer for the acquisition of the supply or service that necessitates a license or other similar legal instrument (including all contracts, order forms, task orders, and delivery orders under FAR Part 12 (Acquisition of Commercial Products and Commercial Services)).

3. **End User.** The Agreement and this Schedule shall bind the ordering activity as “**End User**” but shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

4. **Governing Law.** As it relates to Federal entities, the Agreement and any disputes arising out of or related thereto shall be governed by Federal Law. Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal Law is hereby deleted and superseded by the forum or venue required by applicable Law. If You are a state or local Government entity (including public universities and hospitals), the Agreement is governed by the Laws of Your state, excluding its conflict of laws principles.

5. **Continued Performance.** Subject to Excusable Delays provisions set forth in FAR 52.212-4(f), Pyramid shall not unilaterally revoke, terminate, or suspend any rights

granted to the U.S. Public Sector Customer except as allowed under the Agreement. If Pyramid believes the ordering activity to be in breach of the Agreement, it shall pursue its rights under the Contract Disputes Act (41 U.S.C. §§ 7101-7109) or other applicable Law while continuing performance as set forth in FAR 52.212-4(d) (Disputes).

6. **Arbitration; Equitable Relief.** In the event of a claim or dispute arising under or relating to this Schedule, binding arbitration under the Agreement shall not be used unless specifically authorized by the Government. Order Forms subject to this Schedule will only allow equitable relief when explicitly provided by statute.
7. **No Automatic Renewals.** If any license or service tied to periodic payment is provided in the Agreement, such license or service shall not renew automatically upon expiration of its current term without prior express consent by an authorized Government representative. Pyramid will notify You upon expiration of the then current term to allow You to determine if funds are available and if the license or service will be needed for a renewal period.
8. **Indemnification.** Any provisions of the Agreement requiring Pyramid to defend or indemnify the End User is hereby amended to provide that (a) the U.S. Department of Justice has the sole right to represent the Federal customers in any such action in accordance with 28 U.S.C. § 516, and (b) representation on behalf of U.S. Public Sector Customers may lie solely with the applicable state attorney general's office if You are a state or local Government entity. Notwithstanding the above, the Government (i) agrees that any litigation or settlement negotiation shall not bind Pyramid in any way to the final outcome of any such litigation or settlement; (ii) shall not impair Pyramid's own rights, defenses, or claims against claimant; (iii) shall not have the right to settle any claim, make any admissions, or waive any defenses on behalf of Pyramid; (iv) shall in good faith reasonably cooperate and consult with Pyramid during the course of litigation and settlement negotiations and shall in good faith reasonably provide Pyramid with access to all communications and documents associated with such claim.
9. **Liability; Statute of Limitations.** For Federal customers, liability of either party for any breach of the Agreement as modified by this Schedule, or any claim, demand, suit, or proceeding arising from the Agreement or this Schedule, shall be determined under the Federal Tort Claims Act, Contract Disputes Act, or other governing federal authority. Federal Statute of Limitations provisions shall apply to any claim, demand, suit or proceeding arising from the Agreement or this Schedule. For state and local Government customers, liability of either party for any breach of the Agreement as modified by this Schedule, or any claim, demand, suit, or proceeding arising from the Agreement or this Schedule, shall be determined under the applicable state tort claims act or other governing state authority. The parties agree that nothing in the limitation of liability provision in the Agreement in any way grants Pyramid a waiver from, release of, or limitation of, liability pertaining to any past, current or future violation of Federal Law.
10. **Taxes or Surcharges.** Any taxes or surcharges which Pyramid seeks to pass along to the Government as End User will be governed by the terms of the underlying Government contract or order and, in any event, must be submitted to the Government

contracting officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Government contract.

11. **Audits.** Any clause of the Agreement permitting Pyramid to audit a Government End User's compliance with the Agreement is hereby amended as follows:
 - 11.1. Discrepancies found in an audit may result in a charge to the ordering activity. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government contract or order.
 - 11.2. This charge, if disputed by the ordering activity, will be resolved in accordance with FAR 52.212-4(d) (Disputes) or any applicable disputes clause in the underlying Government contract or order; no payment obligation shall arise on the part of the ordering activity until the conclusion of the disputes process.
 - 11.3. Any audit requested by Pyramid will be performed at Pyramid's expense, without reimbursement by the Government.
12. **Intellectual Property.** The Pyramid Decision Intelligence Platform constitutes a "commercial product or commercial service" and includes "commercial computer software" and "commercial computer software documentation." Pursuant to FAR 12.211 and 12.212 or DFARS 227.7102-1 and 227.7202-3, as applicable, and DFARS 252.227-7015, as applicable, the Government shall have only the license rights in technical data, computer software, and computer software documentation specified in this Agreement, and no authorized Reseller may agree to grant End User any rights in Pyramid's technical data inconsistent with this Agreement. If the Government has a need for rights not conveyed under these terms, it must negotiate with Pyramid to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be incorporated into the Agreement.
13. **Confidential Information.** Notwithstanding any confidentiality obligations in the Agreement, Pyramid acknowledges that the Government may be compelled to disclose certain categories of information that meet the definition of "Confidential Information" pursuant to applicable freedom of information and public disclosure laws (including, but not limited to, the Federal Freedom of Information Act (5 U.S.C. § 552), similar applicable state or local law, and any order by a United States Federal Court or court of appropriate jurisdiction (collectively, "FOIA"). Prior to release of any Confidential Information in response to a FOIA request, the Government shall make best efforts to provide Pyramid the opportunity to redact any Confidential Information that is subject to an exemption under FOIA.
14. **Unilateral Termination.** Termination of the Agreement and this Schedule shall be governed by the FAR and the Contracts Disputes Act. Pyramid shall not unilaterally revoke, terminate, or suspend any rights granted to the Government except as allowed by the Agreement. Any provisions of the Agreement relating to termination that are inconsistent with this Attachment are hereby deleted. Pyramid may cancel or terminate the Agreement if such remedy is granted to it after conclusion of the Contract Disputes

Act resolution process or if such remedy is otherwise available to Pyramid under applicable Law.

15. **Future Fees or Penalties.** Any language in the Agreement requiring the Government to pay any future fees, penalties, interests, or legal costs that would create an Anti-Deficiency Act violation (31 U.S.C. § 1341) is unenforceable against the Government and is hereby deleted.
16. **Non-Assignment.** The Agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted by FAR 52.212-4(b) (Assignment).
17. **Further Amendment.** After award, Pyramid may unilaterally revise the Agreement terms if such revisions are not material. A material revision is defined as: (a) terms that change the Government's rights or obligations; (b) terms that increase Government prices; (c) terms that decrease overall level of service; or (d) terms that limit any other Government right addressed elsewhere in the Agreement. For revisions that will materially change the terms of the Agreement, the revised Agreement must be incorporated into the contract using a bilateral modification. Any Agreement terms revised unilaterally subsequent to award that are inconsistent with any material term or provision shall not be enforceable against the Government, and the Government shall not be deemed to have consented to them.