

## End User License Agreement

(Last updated October 07, 2020)

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### 1. Software License

- 1.1. License Grant. Subject to the terms and conditions set forth in this Agreement, TEKSTROM hereby grants to Licensee and Licensee hereby accepts, a limited, non-transferable, non-exclusive license (the “License”) to use the TEKSTROM computer software identified as ExtentReports by Tekstrom and any updates, upgrades, modifications and error corrections thereto provided to Licensee (collectively, the “Programs”) and any accompanying documentation (the “Documentation”, together with the Programs, collectively the “Software”) solely as specified in this Agreement.
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### 2. Commercial License Grant

Licensor hereby grants to Licensee and Licensee hereby accepts, a limited, non-transferable, non-exclusive license to install and use the Software in executable, object code form only.

### 3. License, Support Fees & Trial

- 3.1. All fees payable to Tekstrom are due within 30 days from the invoice date. You agree to pay any sales, value-added or other similar taxes imposed by applicable law that Tekstrom must pay based on the programs and/or services you ordered, except for taxes based on Tekstrom’s income. Also, you will reimburse Tekstrom for reasonable expenses related to providing the services. Fees for services listed in an ordering document are exclusive of taxes and expenses. You agree that you have not relied on the future availability of any programs or updates in entering into the payment obligations in your order.
- 3.2. Support Fees are payable on the Effective Date or, in the case of a renewal term, no later than the date of commencement of the applicable services period. Support Fees are non-refundable.

- 3.3. For Subscription licenses, the support cost is integrated into the license fee and no additional fee is charged. In case of non-renewal of a subscription the customer will no longer be eligible to use the software. However, re-enrol in the subscription plan at the price available at re-subscription, or opt for a Perpetual license.
- 3.4. For a Perpetual license, the customer is eligible for 3 months of support from the date of invoice at no additional cost. If customer intends to continue with the support plan upon completion of the free 3 months term, customer must send a written notice to TEKSTROM before the 3-month free term expires. After the expiration of support, the customer may purchase additional support only by paying for support for the missed period along with the upcoming period. The 3 month free support period mentioned above is applicable only for Klov license and not any other tool.
- 3.5. Customer may request product trials. Product trials are bound by this agreement. You may not use the trial software to provide third party training on the content and/or functionality of the software. You have 30 days from the delivery date to evaluate this product. If You decide to use any of these tools after the 30-day trial period, You must obtain a license from Tekstrom by paying the applicable charges at the time of purchase. If You decide not to obtain a license for any software after the 30-day trial period, You will cease using and will delete any such software's from Your computer systems. Software licensed for trial purposes is provided "as is" and Tekstrom does not provide technical support or offer any warranties for this software.

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- 4.4. You may not rent, lease, or sublicense or permit the use of the Software on a timeshare or service bureau basis. You may not host, on a subscription basis or otherwise, the Software to permit a third party to use the Software for any reason.
- 4.5. You may not use the TEKSTROM product names, logos or trademarks to market Your software.

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TEKSTROM shall make available for download to Licensee a master copy of the Software.

#### 6. Term and Termination

This Agreement and the License granted hereunder shall continue until terminated in accordance with this Section. Unless otherwise specified in this Agreement, the License granted shall last as long as You use the Software in compliance with the terms herein. Unless otherwise prohibited by law, and without prejudice to TEKSTROM's other rights or remedies, TEKSTROM shall have the right to terminate this Agreement and the License granted hereunder immediately if You breach any of the material terms of this Agreement, and You fail to cure such material breach within thirty (30) days of receipt of notice from TEKSTROM. Upon termination of this Agreement, all Licenses granted to You hereunder shall terminate automatically and You shall immediately cease use of the Software. You must also destroy (i) all copies of the Software and (ii) any product and company logos provided by TEKSTROM in connection with this Agreement.

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## **11. Indemnity**

You agree to indemnify, hold harmless, and defend TEKSTROM and its resellers from and against any and all claims, lawsuits and proceedings (collectively "Claims"), and all expenses, costs (including attorney's fees), judgments, damages and other liabilities resulting from such Claims, that arise or result from Your use or misuse of the Software.

## **12. Confidentiality**

Except as otherwise provided herein, each party expressly undertakes to retain in confidence all information and know-how transmitted or disclosed to the other that the disclosing party has identified as being proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential, and expressly undertakes to make no use of such information and know-how except under the terms and during the existence of this Agreement. However, neither party shall have an obligation to maintain the confidentiality of information that (i) it received rightfully from a third party without an obligation to maintain such information in confidence ; (ii) the disclosing party has disclosed to a third party without any obligation to maintain such information in confidence; (iii) was known to the receiving party prior to its disclosure by the disclosing party hereunder; or (iv) is independently developed by or for the receiving party without use of the confidential information of the disclosing party. Further, either party may disclose confidential information of the other party as required by governmental or judicial order, provided such party gives the other party prompt written notice prior to such disclosure and complies with any protective order (or equivalent) imposed on such disclosure. Without limiting the foregoing, Licensee shall treat any source code for the Software as confidential information and shall not disclose, disseminate, or distribute such materials to any third party without TEKSTROM's prior written permission. Each party's obligations under this Section 12 shall apply at all times during the term of this Agreement and for five (5) years following termination of this Agreement, provided, however, that (i) obligations with respect to source code shall survive in perpetuity and (ii) trade secrets shall be maintained as such until they fall into the public domain.

## **13. Governing Law**

This License will be governed by the law of the State of Delaware, U.S.A., without regard to conflict of laws principles. If any dispute, controversy, or claim cannot be resolved by a good faith discussion between the parties, then it shall be submitted for resolution to a state or Federal court of competent jurisdiction in the State of Delaware, USA, and the parties hereby agree to submit to the jurisdiction and venue of such court. Entire Agreement

This Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous communications regarding the subject matter hereof. Use of any purchase order or other Licensee document in connection herewith shall be for administrative convenience only and in the event of a conflict between the terms and conditions stated therein and this Agreement, this terms of this Agreement shall control unless otherwise agreed to in writing by both parties.

## **14. No Assignment**

You may not assign, sublicense, sub-contract, or otherwise transfer this Agreement, or any rights or obligations under it, without TEKSTROM's prior written consent.

## **15. Survival**

Any provisions of the Agreement containing license restrictions, warranties and warranty disclaimers, confidentiality obligations, limitations of liability and/or indemnity terms, and any provision of the Agreement which, by its nature, is intended to survive shall remain in effect following any termination or expiration of the Agreement.

**16. Severability and Waiver**

If a particular provision of this Agreement is terminated or held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, this Agreement shall remain in full force and effect as to the remaining provisions. Failure of a party to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision.

**17. Force Majeure**

Neither party shall be deemed in default of this Agreement if failure or delay in performance is caused by an act of God, fire, flood, severe weather conditions, material shortage or unavailability of transportation, government ordinance, laws, regulations or restrictions, war or civil disorder, or any other cause beyond the reasonable control of such party.

**18. Export Classifications**

You specifically agree not to export, re-export, or transfer the Software to any country in violation of U.S. export laws or regulations. You expressly agree not to export or re-export TEKSTROM Software to any country, person, entity or end user subject to U.S. export restrictions. You specifically agree not to export, re-export, or transfer the Software to any country to which the U.S. has embargoed or restricted the export of goods or services, or to any national of any such country, wherever located, who intends to transmit or transport the products back to such country, or to any person or entity who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. You warrant and represent that neither the U.S.A. Bureau of Export Administration nor any other federal agency has suspended, revoked or denied Your export privileges.

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