End User Agreement

THIS IS A LEGAL AGREEMENT BETWEEN CUSTOMER AND THE CLOUD SOFTWARE GROUP, INC. ENTITY REFERENCED IN THE ORDER THAT GOVERNS CUSTOMER'S ACCESS AND USE OF COMPANY PRODUCTS. BY ACCESSING AND/OR USING THE PRODUCTS, CUSTOMER IS AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. THIS AGREEMENT DOES NOT APPLY TO THIRD PARTY PRODUCTS SOLD SEPARATELY WHICH SHALL BE SUBJECT TO THE TERMS OF THE THIRD PARTY PROVIDER.

1. **Definitions**

1.1. "Affiliate" means with respect to a party, any entity which directly or indirectly controls, is controlled by, or is under common control with such party, where "control" means the power, directly or indirectly, to direct, or to cause the direction of, the management and policies of an entity, through majority ownership of voting securities or equity interests.

1.2. "Agreement" means the End User Agreement and any other documents incorporated by reference, including an Order.

1.3. "Authorized Reseller" means Company's authorized resellers and distributors.

1.4. "Authorized User" means Customer's employees, agents, contractors, consultants, or other third parties permitted under the applicable license model, and who have agreed in writing to be bound by terms at least as protective of Licensor as those in this Agreement. Authorized User specifically excludes a third party that deploys, operates, and manages the Software in an environment owned or controlled by such third party on Customer's behalf.

1.5. "Business Unit" means a Company operating unit supporting a specific Product.

1.6. "Cloud Services" means software-as-a-service offerings made available via a remote network, inclusive of any applicable on-premises components.

1.7. "Company" means Cloud Software Group, Inc., or its Affiliate, that delivers the Products pursuant to an Order.

1.8. "Confidential Information" means any information disclosed by either party, whether or not marked, including, without limitation, the provisions of the Agreement, the Products, Materials, individual contact information provided by either party, or related performance test results derived by Customer, but expressly excludes Customer Content and Personal Data.

1.9. "Consulting Services" means installation, configuration, training or other professional services performed by Company pursuant to an Order.

1.10. "Contact" means a Customer contact person who interfaces with Company's Maintenance personnel.

1.11. "Customer" means the legal entity or individual that Orders Products from Company or an Authorized Reseller.

1.12. "Customer Content" means (i) any data uploaded to a Cloud Service for storage or data in Customer's computing environment to which Company is provided access in order to perform Cloud Services or (ii) disclosed by Customer to Company for the purpose of receiving Maintenance and/or Consulting Services. Customer Content may be confidential in nature and is subject to the standard of care set forth in Section 6.

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1.13. "Documentation" means material provided with a Product, as updated by Company from time to time, describing how to make use of that Product.

1.14. "Education Services" means training services performed or delivered by Company.

1.15. "Error" means a material failure of the Software, Cloud Services, or Hardware to conform to its functional specifications described in the Documentation that is reported by Customer to and replicable by Company.

1.16. "Fees" means all fees and/or payments stated in an Order applicable to the Products.

1.17. "Hardware" means appliances or other physical devices offered as Products.

1.18. "Maintenance" means Company's provision of technical support services and Updates, which are provided pursuant to the Business Unit Terms associated with the Product purchased in an Order.

1.19. "Materials" means any tangible or intangible information, design, specification, instruction, projectware or data (and any modifications, adaptations, derivative works or enhancements) provided by Company during the performance of Consulting Services which incorporates, reinforces or is used to apply Company's configuration or implementation methodologies, processes and know-how to Customer's use of the Software, excluding Customer Content.

1.20. "Number of Units" means, for each Order, the license entitlement under the applicable license model for each Product, and for multiple Orders, collectively, the cumulative entitlement to each.

1.21. "Perpetual" means a license for Software, where Maintenance (if available) is in addition to the Software license Fees, and the right to use the Software is for an indefinite period of time, unless applicable law renders a perpetual license invalid, in which case, "Perpetual" means the right to use the Software for a period of ninety-nine (99) years from the Order Effective Date.

1.22. "Order" means a document or process memorializing Customer's purchase of Products (including an order form, Purchase Order, statement of work, Work Order, on-line order, or other form of an ordering document delivered or made available by Company) submitted by Customer to (i) Company, (ii) a Company authorized reseller, and/or (iii) through Company Product websites.

1.23. "Product" means Software, Cloud Services, Hardware, Maintenance, Consulting Services, and Education Services.

1.24. "Purchase Order" means any document issued by Customer requesting Products.

1.25. "Software" means a Company proprietary or licensed third party program and/or Open Source Software program in object code form which is licensed hereunder including Documentation and any subsequent Updates provided under Maintenance.

1.26. "Subscription" means the license to use the Software or Cloud Service stated in an Order and identified as Subscription, that includes the right to receive Maintenance during the Term.

1.27. "Term" means the duration for which the Customer is entitled to use the Products as stated in an Order, including renewal terms if any.

1.28. "Updates" means any corrections, bug fixes, features or functions added to or removed from the Software or Cloud Services if and when made generally available by Company under Maintenance.

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2. **Product terms**

2.1. **Software.** Unless otherwise stated in the Agreement or in the Order, Company grants Customer a limited, non-transferable, non-sublicensable, non-exclusive, worldwide license to install, run, and use the Number of Units of Software during the Term (if applicable) solely for internal business purposes in accordance with the applicable license restrictions stated in the Business Unit Terms, an Order, and Documentation.

2.2. **Cloud Services.** Unless otherwise stated in the Agreement or in the Order, Company grants Customer a limited, non-transferable, non-sublicenseable, non-exclusive, worldwide license to access and use the Number of Units of Cloud Services during the Term solely for internal business purposes in accordance with the applicable license restrictions stated in the Business Unit Terms, Order, and Documentation. Additional Cloud Service Terms are stated at https://terms.tibco.com/#cloud-services, which are incorporated by reference.

2.3. **Hardware.** Hardware is provided for use of Software as licensed hereunder in accordance with the Business Unit Terms and Hardware Documentation.

2.4. **Consulting Services.** Consulting Services are provided pursuant to the Consulting Services Terms available at https://terms.tibco.com/#consulting-services.

2.5. **Maintenance.** Maintenance is provided pursuant to the Business Unit Terms (defined below).

2.6. **Education Services and Courseware.** Unless otherwise stated in the Agreement or in the Order, Company grants Customer a limited, non-transferable, non-sublicensable, non-exclusive, worldwide license use the Number of Units of Education Services and/or Courseware as stated in an Order in accordance with the applicable license restrictions stated in the Business Unit Terms and Documentation solely for internal business purposes.

2.7. **Limitations on Use.** Except to the extent permitted by applicable law, Customer shall not (i) make more copies of the Software than required for use (except for a reasonable number of copies for archival purposes) or use any unlicensed versions of the Products; (ii) use any Products that are not listed in an Order even if such unlicensed software is made available to Customer as part of Company's general delivery mechanisms; (iii) provide access to Products to anyone other than Authorized Users; (iv) sublicense, distribute or pledge the Software or any of the rights granted in the Agreement; (v) modify, distribute, prepare derivative works of, reverse engineer, reverse assemble, disassemble, decompile or attempt to decipher any code relating to Products; (vi) use or access any embedded or bundled component of Products on a stand-alone basis where such embedded or bundled component is provided to Customer for the sole purpose of enabling the functionality of such Product; (vii) use third party software except in conjunction with Products and subject to the same use rights that it has to the Products; (viii) use any third party software in conjunction with any Products, unless Customer ensures that such use does not cause the Product to become subject to any third party license applicable to such third party software or require the public disclosure or distribution of any Product or the licensing of any Product or Materials or the purpose of making derivative works; (ix) market, offer to sell, and/or resell Products (but Products may be used by Customer in support of Customer's proprietary offering(s)); and (x) if the Customer is a Company competitor, use Products for competitive benchmarking or analysis, unless permitted under applicable law.

2.8. **Business Unit Terms.** Additional Product specific terms are defined and stated in the https://terms.tibco.com/#business-unit-terms ("Business Unit Terms").

3. **Orders and Delivery**

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3.1. **Orders.** Customer shall order Products by issuing an Order to Company using the ordering and renewal process pursuant to the applicable Business Unit Terms. The ordering process may specify Orders be submitted to Authorized Resellers or directly to Company. All Orders, including renewals, are subject to acceptance by Company at its discretion.

3.2. **Delivery.** Company shall deliver the Software, Cloud Services and Courseware electronically and delivery is deemed complete when the Product is made available to Customer. Company shall ship Hardware (or other tangible Product components, if any) Ex Works Company's shipping location (Incoterms 2020), and title shall pass to Customer upon delivery by Company to the shipping location.

4. Financial Terms

4.1. **Payment Terms.** Customer is responsible for all Fees and Taxes on Orders. In the event a purchase is direct with Company, Customer shall pay Company net thirty (30) days from the date of the invoice. All purchases are final, with no right to a refund or set-off, except as expressly provided in this Agreement. Company may charge Customer an additional 1.5% per month (or such lower amount as required by applicable law) for all Fees that are not paid on time. Company reserves the right to suspend or terminate delivery of any Product, or any portion thereof, for non-payment of Fees.

4.2. **Multiyear Subscriptions.** If Customer purchases a multi-year Subscription for any Product, or a multi-year renewal for any Product, the purchase is for the full value stated in the Order and is non-cancellable during the Term stated in the Order.

4.3. **Renewal Fees.** Company may increase any other recurring Fees upon written notice 60 days prior to the end of the then current Term stated in the Order.

4.4. **Taxes.** Fees stated in an Order are exclusive of all applicable transactional taxes on Products and Services (including but not limited to withholding tax, sales tax, services tax, value-added tax (VAT), goods and services tax (GST), and tariffs and/or duties) imposed by any government entity or collecting agency based on the Products ("Taxes"). Customer shall (i) pay Company such applicable Taxes (excluding Company's income taxes) listed on the relevant invoice or (ii) withhold all applicable taxes according to the local rules, both of which may be in addition to Fees due.

5. Intellectual Property

5.1. **Company Proprietary Rights.** Subject to Section 5.3, Company and its Affiliates own, or have license rights to, all intellectual property rights in Software, Cloud Services, Materials, and Documentation, and all derivatives thereof (collectively "Protected Materials"), and Company trademarks ("Company Marks"), which are protected by applicable patent, copyright, trademark and trade secret laws. Customer must duplicate unaltered copies of all proprietary notices incorporated in or affixed to any Protected Materials. Except as expressly licensed stated in the Agreement, Customer receives no other rights to use any of Company's Protected Materials or Company Marks. Except for the limited license use rights expressly granted in the Agreement, Customer has no right, title or interest in or to the Protected Materials, Products, or Company Marks or any intellectual property rights related thereto. In no event may Customer alter or delete any proprietary notices on Protected Materials.

5.2. **Customer Proprietary Rights.** Customer Content and Personal Data remains the property of Customer; except for a limited, non-exclusive, worldwide license to Company to provide any services under this Agreement.

5.3. **Open Source Software.** Certain Products include Open Source Software that is governed by the open source license(s) indicated as applicable to the code at https://www.citrix.com/buy/licensing/open-source.html

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or as listed in Documentation. "Open Source Software" means third party software distributed by Company under an open source licensing model (e.g., MIT License, Apache License BSD license, the GNU General Public License, or a license similar to those approved by the Open Source Initiative).

6. **Confidentiality**

6.1. **Non-Disclosure.** Neither party shall disclose Confidential Information to any third party (other than an Affiliate) without the disclosing party's prior consent. Confidential Information may only be disclosed to individuals that need to know such information, and on the condition that the individual is subject to a written agreement to protect information with terms as protective as this Agreement. Company may use data collected during the Term for any purpose in an aggregated, anonymized form, provided that such data is aggregated from more than one customer and does not identify Customer, Customer employees, or Customers' customers. Confidential Information remains the sole property of the disclosing party; except for rights explicitly granted in the Agreement, the receiving party does not acquire any rights to such Confidential Information.

6.2. **Exclusions.** The duty to protect Confidential Information does not apply to information that is shown to be: (i) available to the public other than by a breach of a confidentiality obligation; (ii) rightfully received from a third party not in breach of a confidentiality obligation; (iii) independently developed by one party without use of the Confidential Information of the other; (iv) known to the recipient at the time of disclosure (other than under a separate confidentiality obligation); (v) produced in compliance with applicable law or court order, provided the other party is given reasonable advance notice of the obligation to produce Confidential Information (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure.

6.3. **Remedies.** Except as prohibited by local law, each party shall indemnify the other for any damages (including reasonable expenses) the other may sustain resulting from a breach of this Section. Money damages may not be a sufficient remedy for a breach of confidentiality. If either party breaches the confidentiality obligations, the non-breaching party may seek injunctive or other equitable relief without the necessity of posting a bond even if otherwise normally required. Such injunctive or equitable relief is in addition to all other rights and remedies available at law or in equity.

7. **Security and Privacy**

7.1. **Software Security.** Company develops and delivers Products, and provides Cloud Services, Maintenance, or Consulting Services, in accordance with the Services Security Exhibit at https://www.citrix.com/buy/licensing/citrix-services-security-exhibit.html ("Security Exhibit"), which is incorporated by reference into the Agreement.

7.2. **Data Security.** For Cloud Services, Maintenance, or Consulting Services that requires Company to process Personal Data, Company (as defined in the DPA) shall (i) implement and maintain the administrative, physical and technical security controls as set forth in the Security Exhibit, and (ii) process Personal Data on Customer's behalf as set forth in the Company Data Processing Addendum at https://www.citrix.com/buy/licensing/citrix-data-processing-agreement.html ("DPA"), which is incorporated by reference into the Agreement. Customer shall provide any notices, obtain any consents, or otherwise establish the legal basis necessary for Company to access and process Personal Data as specified in this Agreement.

8. **Term and Termination**

8.1. **Term.** This Agreement remains in effect until terminated. The Term for any Product starts on the Effective Date stated in an Order and continues as indicated on the Order. FOLLOWING THE END OF THE INITIAL TERM, THE TERM WILL AUTOMATICALLY RENEW (SUBJECT TO ANY FEE INCREASES

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STATED IN SECTION 4) CONTINUOUSLY FOR THE SAME LENGTH AS THE INITIAL TERM UNLESS EITHER PARTY GIVES WRITTEN NOTICE PRIOR TO THE END OF THE INITIAL OR ANY RENEWAL TERM OF ITS INTENTION TO TERMINATE. Customer's failure to provide required notice of non-renewal constitutes an Order for the renewal. Either party may terminate an Order for Consulting Services, upon 15 days prior written notice by Customer or 30 days prior written notice by Company.

8.2. **Termination for Cause.** Either party may terminate this Agreement and/or any applicable Order if the other party breaches any of its material obligations in the Agreement and fails to cure such breach within thirty (30) days of receipt of written notice from the non-breaching party. Either party may immediately terminate the Agreement if the other party becomes insolvent or bankrupt, liquidated or is dissolved, or ceases substantially all of its business. Company may immediately terminate the Agreement if the Customer materially breaches Sections 2, 5 or 13.

8.3. **Effect of Termination.** Upon termination, Customer will immediately discontinue all access and use of the Products. Neither party shall be liable for any damages resulting from termination, including without limitation unavailability of Customer Content arising therefrom; provided, however, termination shall not affect any claim arising prior to the effective termination date. Company shall have the right to invoice Customer and Customer shall pay for any use of the Cloud Service past the date of termination other than Customer's access to download Customer Content. Termination of this Agreement or any Order does not (i) relieve Customer of its obligation to pay all fees that have accrued or are otherwise owed by Customer under this Agreement or (ii) limit either party from pursuing other remedies available to it, including injunctive relief.

8.4. **Survival.** The provisions of Sections 1 (Definitions), 2.7 (Limitations on Use), 3 (Orders and Delivery), 5 (Proprietary Rights), 8.3 (Effect of Termination), 9 (Warranties and Disclaimer), 10 (Indemnification), 11 (Limitation of Liability), 13 (Export Restriction and Compliance with Laws), 14 (Miscellaneous) survive any termination of the Agreement. The provisions of Section 6 (Confidentiality) survive any termination of the Agreement for three (3) years.

9. **Warranties and Disclaimer** To the extent permitted by law, the following warranties apply:

9.1. **Software Warranty.** Company warrants that for a period of ninety (90) days from initial delivery of Software, the Software, as updated and used in accordance with the Documentation, will operate in all material respects in conformity with the functional specifications in the Documentation.

9.2. **Cloud Services Warranty.** Company warrants that during the Term of a Cloud Service, the Cloud Service, when used in accordance with the Documentation, will operate in all material respects with the Documentation.

9.3. **Hardware Warranty.** Company warrants that for a period of one (1) year from delivery of Hardware, Hardware will be free from defects in material and workmanship in normal use, but does not cover any of the following: (i) improper installation, maintenance, adjustment, repair or modification by Customer or a third party; (ii) misuse, neglect, or any other cause other than ordinary use, including without limitation, accidents or acts of God; (iii) improper environment, excessive or inadequate heating or air conditioning, electrical power failures, surges, water damage or other irregularities; (iv) third party software or software drivers; or (v) damage during shipment.

9.4. **Other Services Warranties.** Company warrants that Maintenance, Consulting Services, and Educational Services will be delivered in a professional manner, but does not warrant that every question or problem raised will be resolved, or resolved in a certain amount of time.

9.5. **Customer Content Warranties.** Customer warrants that (i) it has the right to transmit Customer Content as part of the Cloud Services or any other service that Company may provide in connection with delivering

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Products to Customer and (ii) its use of Cloud Services will not cause the transmission of spam, unsolicited messages, or infringing, offensive, threatening, or otherwise unlawful content that violates applicable law.

9.6. **Warranty Remedy.** If the Software, Cloud Services, or Hardware does not perform as warranted during the applicable warranty period, Company shall use commercially reasonable efforts to correct Errors. Customer shall promptly notify Company in writing of its claim within the applicable warranty period. Provided that such claim is determined by Licensor to be Company's responsibility, Customer's exclusive remedy under warranty as Customer's exclusive remedy for any warranty claim, Company shall, within 30 days of its receipt of Customer's written notice, (i) correct such Error; (ii) provide Customer with a plan reasonably acceptable to Customer for correcting the Error, or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from Company, then Company may terminate the license for the affected Product and issue Customer a refund of the license Fees paid for the affected Product. The preceding warranty cure constitutes Company's entire liability and Customer's exclusive remedy for Company's breach of the warranties stated in this Section 9. Customer's exclusive remedy under this warranty for Maintenance, Consulting Services, and Educational Services is re-performance of the services.

9.7. **WARRANTY DISCLAIMER.** TO THE EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT FOR THE ABOVE LIMITED WARRANTIES, COMPANY AND ITS SUPPLIERS MAKE AND CUSTOMER RECEIVES NO WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE; AND COMPANY AND ITS SUPPLIERS SPECIFICALLY DISCLAIM ANY CONDITIONS OF QUALITY, AVAILABILITY, RELIABILITY, SECURITY, LACK OF VIRUSES, BUGS, OR ERRORS, AND ANY IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. PRODUCTS, ARE NOT INTENDED FOR ANY USE WHERE FAILURE COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. CUSTOMER ASSUMES FULL RESPONSIBILITY FOR ITS SELECTION TO ACHIEVE ITS INTENDED RESULTS, AND FOR ITS USE, AND RESULTS OBTAINED THEREFROM.

9.8. Company shall not be responsible for any claimed breach of warranty arising out if i) modifications to Products made by Customer or any party other than Company, (ii) Customer's failure to use any Updates or other corrected versions of Products made available by Company, (iii) Errors caused by customizations, (iv) any use of Products by Customer that is outside the operating procedures stated in the Documentation, (v) adherence to Customer's instructions by Company during the delivery of Consulting Services.

10. Indemnification

10.1. **IP Indemnification.** Company shall defend Customer against any third party Infringement Claim. Further, Company will indemnify Customer from and against damages, costs, and fees reasonably incurred (including reasonable attorneys' fees) that are attributable exclusively to such claim or action and which are assessed against Customer in a final judgment or settlement. Company's obligation to defend, settle, or indemnify Customer are subject to: (i) Customer promptly notifies Company in writing of an Infringement Claim such that Company is not prejudiced by any delay of such notification; (ii) Company has sole control over the defense and any settlement of any Infringement Claim; and (iii) Customer provides reasonable assistance in the defense of same. For the purposes of these terms, "Infringement Claim" means any claim, suit or proceeding brought against Customer based on an allegation that the Product(s), excluding any Open Source Software, as delivered by Company, infringes any patent or copyright or violates any trade secret rights of any third party.

10.2. **Remedies.** If Customer's use of any of the Products is, or in Company's opinion is likely to be, enjoined as a result of an Infringement Claim, Company shall, at its sole option and expense, either (i) procure for Customer the right to continue to use the Products as contemplated in an Order, or (ii) replace or modify the Services to make their use non-infringing without degradation in performance or a material reduction in

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functionality. If options (i) and (ii) are not reasonably available, Company may, in its sole discretion and upon written notice to Customer, cancel access to the Products and refund to Customer any prepaid, but unused, Fees on the Products.

10.3. **Exclusions.** Company assumes no liability, and shall have no liability, for any Infringement Claim based on (i) Customer's access to and/or use of the Products following notice of an Infringement Claim; (ii) any modification of the Products by Customer or at its direction; (iii) Customer's combination of the Products with third party programs, services, data, hardware, or other materials; or (iv) any trademark or copyright infringement involving any marking or branding not applied by Company or involving any marking or branding applied at Customer's request. THE FOREGOING STATES COMPANY'S SOLE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY INFRINGEMENT CLAIM HEREUNDER.

11. **Limitation of Liability** EXCEPT FOR (a) A BREACH BY CUSTOMER OF SECTION 2 (b) INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, INCLUDING TRADE SECRETS, (c) DAMAGES FOR BODILY INJURY, DEATH, DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY, AND (d) TO THE EXTENT PERMITTED BY APPLICABLE LAW (THE "EXCLUDED MATTERS"), NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL LOSSES, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, THOSE ARISING OUT OF OR RELATING TO: (i) LOSS OF DATA; (ii) LOSS OF INCOME; (iii) LOSS OF OPPORTUNITY; (iv) LOST PROFITS; and (v) UNAVAILABILITY (EXCLUDING CREDITS DUE FOR ANY SERVICE LEVEL AGREEMENT OBLIGATION) OR NON-PERFORMANCE OF ANY OR ALL OF THE SERVICES, IN EACH CASE, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR VIOLATION OF STATUTE, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY. EXCEPT FOR THE EXCLUDED MATTERS, THE TOTAL CUMULATIVE LIABILITY OF EITHER PARTY ARISING OUT OF THIS AGREEMENT AND/OR THE TERMINATION THEREOF, SHALL BE LIMITED TO THE SUM OF THE AMOUNTS PAID FOR THE APPLICABLE PRODUCT(S) DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY, OR IN THE CASE OF MAINTENANCE, CONSULTING SERVICES OR EDUCATION SERVICES, THE AMOUNTS PAID FOR THE APPLICABLE SERVICE. THE FOREGOING SHALL NOT LIMIT CUSTOMER'S OBLIGATIONS TO PAY ANY FEES AND/OR OTHER SUMS DUE UNDER ANY ORDER.

12. **U.S. Government End-Users** If Customer is a U.S. Government agency, Customer hereby acknowledges and agrees that the Products constitute "Commercial Computer Software" as defined in Section 2.101 of the Federal Acquisition Regulation ("FAR"), 48 CFR 2.101. Therefore, in accordance with Section 12.212 of the FAR (48 CFR 12.212), and Sections 227.7202-1 and 227.7202-3 of the Defense Federal Acquisition Regulation Supplement ("DFARS") (48 CFR 227.7202-1 and 227.7202-3), the use, duplication, and disclosure of the software and related Documentation by the U.S. Government or any of its agencies is governed by, and is subject to, all of the terms, conditions, restrictions, and limitations set forth in this Agreement. If, for any reason, FAR 12.212 or DFARS 227.7202-1 or 227.7202-3 or these license terms are deemed not applicable, Customer hereby acknowledges that the Government's right to use, duplicate, or disclose the software and related Documentation are "Restricted Rights" as defined in 48 CFR Section 52.227-14(a) (May 2014) or DFARS 252.227-7014(a)(15) (Feb 2014), as applicable. Manufacturer is Cloud Software Group, Inc., 851 West Cypress Creek Road, Fort Lauderdale, Florida 33309.

13. **Export Restriction and Compliance with Laws** Customer acknowledges that the Products are subject to U.S., foreign, and international export controls and economic sanctions laws and regulations and agrees to comply with all such applicable laws and regulations, including, but not limited to, the U.S. Export Administration Regulations ("EAR") and regulations promulgated by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"). Customer specifically shall not, directly or indirectly, allow access to or use of the Products in embargoed or sanctioned countries/regions, by sanctioned or denied persons, or for prohibited end-uses under U.S. law without

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authorization from the U.S. government.

14. Trial and Development Usage

14.1. **Trial Usage.** If a Product offering is provided for trial, demonstration, or evaluation use ("Trial") under an Order, Customer may use the Product for the Term stated in an Order for internal demonstration, test, or evaluation purposes only. Company PROVIDES TRIALS "AS IS" AND WITHOUT WARRANTY, MAINTENANCE OR INDEMNITIES. ANY CUSTOMER DATA PROVIDED BY CUSTOMER TO COMPANY IN CONNECTION WITH A TRIAL WILL BE PERMANENTLY LOST UNLESS CUSTOMER PURCHASES A SUBSCRIPTION TO THE SAME PRODUCT AS THOSE COVERED BY THE TRIAL OR EXPORTS SUCH DATA BEFORE THE END OF THE TRIAL PERIOD. These terms supersede any conflicting terms and conditions in this Agreement. Trial versions may be suspended or terminated at any time by Company in its sole discretion with or without notice to Customer. Notwithstanding anything to the contrary in this Agreement, Products subject to Trial license may be deployed by Customer on AWS, Microsoft Azure, or similar environments.

14.2. **Developer Evaluation.** Products provided for Developer evaluation, or described as "Alpha," "Beta," "Tech Preview," or "Labs" by the Business Unit under an Order, may be used for development evaluation purposes only, must not be used or deployed in or on a Production or non-evaluation development environment, and are provided "AS IS" without Maintenance or any warranties or indemnities. Such offerings may contain bugs, errors, and other defects. Company does not make any representations, promises, or guarantees that such offerings will be publicly announced or made generally available. Such offerings can be suspended or terminated at any time by Company in its sole discretion with or without notice to Customer. Notwithstanding anything to the contrary in this Agreement, such offerings may be deployed by Customer on AWS, Microsoft Azure, or similar environments.

15. Miscellaneous

15.1. **Assignment.** Customer may not assign its rights or delegate its duties under this Agreement either in whole or in part without Company's prior written consent. Any attempted assignment in violation of the foregoing shall be void. This Agreement will bind and inure to the benefit of each party's successors or permitted assigns.

15.2. **Extraordinary Corporate Event.** If Customer or its successors or assigns enters into an Extraordinary Corporate Event after an Order Effective Date, those users, divisions, or entities that were added to or divested from Customer's organization as a result of the Extraordinary Corporate Event are not authorized to use the Products until those users, divisions, or entities are added to this Agreement by way of a written amendment signed by duly authorized officers of the Company and Customer, or in the case of a divesture, the divested entity. "Extraordinary Corporate Event" means a corporate transaction which results in Customer divesting business operations and related assets to another or new entity, or acquiring, being acquired by, merged, or otherwise combined with another entity or into another entity's legal or corporate structure (including an acquisition of all or substantially all of the assets of another entity) which, prior to the corporate transaction, was not part of the Customer or its legal or corporate structure.

15.3. **Audit.** During the term of any Order and for a period of one year following termination of an Order, Company and/or its independent auditors, at Company's expense, may, upon 10 days' notice and at reasonable times, audit Customer's compliance with this Agreement, and report any results to Company and its licensors. Customer shall, at no cost to Company, (i) provide any assistance reasonably requested by Company or its designee in conducting any such audit, including installing and operating audit software and (ii) make requested systems, personnel, records, and information available to Company or its designee to facilitate the timely completion of such audit. Customer's failure to comply with the provisions of this section will constitute a material breach of this Agreement. Customer shall promptly cure any noncompliance, and if

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the audit reveals Customer's noncompliance exceeds 5% of its entitlement, Customer shall reimburse Company for the reasonable costs and expenses of the audit (including but not limited to reasonable attorneys' fees); provided, however, that the obligations under this section do not constitute a waiver of Company's termination rights and do not affect Company's right to payment for Products related to usage in excess of the Number of Units. Further, Customer acknowledges that Company uses license telemetry reporting to measure Software usage for its legitimate business interests, including license compliance, and Customer shall not interfere with such reporting features in accordance with Documentation and Maintenance (if applicable to the licensed Software).

15.4. **Notices.** All notices required under this Agreement must be in writing and delivered to the address last designated on the account for Customer, and the Company contracting entity as specified in the Agreement or Order. Notice is deemed given (i) upon personal delivery; (ii) if delivered by air courier or email, upon confirmation of receipt; or (iii) five (5) days after deposit in the mail. A copy of all legal notices from Customer to Company must also be sent to contract-notice@tibco.com. or other email addresses provided by Company. Company may provide Customer with non-legal notices through www.mycitrix.com and/or through in-product messaging or dashboards, which shall likewise be deemed effective immediately.

15.5. **Entire Agreement; Order of Precedence.** The Agreement sets forth the entire agreement and understanding of the parties relating to its subject matter and supersedes all prior and contemporaneous oral and written agreements. Any conflict between these terms and any supplementary terms is subject to the following order of precedence: (1) an Order, (2) the Business Unit Terms, and (3) this End User Agreement. Nothing contained in any Customer Purchase Order or other document submitted by Customer shall in any way add to or otherwise modify the Agreement or any Company license program terms under which an Order is submitted. The Business Unit Terms, Service Descriptions, Maintenance terms, Security Exhibit, or DPA may be updated by Company from time to time without notice (but will be identified by the last updated date). Customer's continued access to and use of the Products constitutes acceptance of the then-current terms.

15.6. **Headings.** Captions and headings are used in the Agreement are for convenience only, are not a part of this Agreement, and are not to be used in interpreting or construing this Agreement.

15.7. **Validity.** If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed from this Agreement and the other provisions shall remain in full force and effect.

15.8. **Relationship of the Parties.** The parties are independent contractors and nothing in this Agreement creates a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between or among the parties. Company may subcontract responsibilities under this Agreement, but remains responsible for its breach of this Agreement by the acts or omissions of Company or its subcontractors. Company's Affiliates may fulfill obligations under an Order and such activity is not considered to be a subcontracted responsibility.

15.9. **Resellers.** Company Authorized Resellers and distributors do not have the right to make modifications to this Agreement or to make any additional representations, commitments, or warranties binding on Company.

15.10. **Waiver.** No waiver or amendment of any term or condition of this Agreement shall be valid or binding on any party unless agreed to in writing by such party. Company failure to enforce any term of this Agreement will not be construed as a waiver of the right to enforce any such terms in the future. Unless otherwise specified, remedies are cumulative.

15.11. **Force Majeure.** Neither party will be responsible or have any liability for any delay or failure to perform its non-monetary obligations hereunder to the extent due to unforeseen circumstances or causes beyond its

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reasonable control, including acts of God, earthquake, fire, flood, sanctions, embargoes, strikes, lockouts or other labor disturbances, civil unrest, pandemics, failure, unavailability or delay of suppliers or licensors, riots, terrorist or other malicious or criminal acts, war, failure or interruption of the internet or third party internet connections or infrastructure, power failures, acts of civil and military authorities and severe weather ("Force Majeure"). The affected party will give the other party prompt written notice (when possible) of the failure to perform due to Force Majeure and use its reasonable efforts to limit the resulting delay in its performance.

15.12. **Governing Law and Venue.** If Customer is entering into the Agreement from a European Union member country, Norway, Switzerland, Japan, India or Australia, then the Agreement is governed by the laws of Ireland and subject to the exclusive jurisdiction of the courts of Ireland. Otherwise, the Agreement is governed by the laws of the State of Florida and Customer agrees that it must institute any suit, action, or proceeding arising out of this Agreement in the state or federal courts located in Broward County, Florida. Customer hereby waives any objection that it may have to Licensor instituting any suit, action, or proceeding arising out of this Agreement in the state or federal courts located in Santa Clara County, California, and Customer hereby irrevocably consents to the personal jurisdiction of any such court in any such suit, action, or proceeding. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act do not apply to this Agreement.

15.13. **Third Party Beneficiary.** Except as expressly stated, the Agreement is for the benefit of the parties and their successors and permitted assigns, and does not confer any rights or benefits on any third party.

16. Country Specific Terms

16.1. **Australia.** If the Company contracting entity is incorporated in Australia, the following terms apply:

16.1.1. To the maximum extent permitted under the Australian Consumer Law (ACL), the liability for breach of any guarantee under the ACL (other than a guarantee under section 51, 52 or 53) is limited to, at Company's option:

16.1.1.1. in the case of goods, to: (i) the replacement of the goods or supply of equivalent goods; (ii) the repair of the goods; (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or (iv) the payment of the cost of having the goods repaired; and

16.1.1.2. in the case of services, to: (i) the supplying of the services again; or (ii) the payment of the cost of having the services supplied again (ACL Liability Limit). Where Customer acquires Services as a "consumer" (as defined under the ACL) and the ACL Liability Limit does not apply or is not otherwise enforceable:

16.1.1.3. our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law.

16.1.2. For major failures with the service, Customer is entitled:

16.1.2.1. to cancel your service contract with us; and

16.1.2.2. to a refund for the unused portion, or to compensation for its reduced value.

16.1.3. Customer is also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, Customer is entitled to have the failure rectified in a reasonable time. If this is not done, Customer is entitled to a refund for the goods and to cancel the contract for the Product and obtain a refund of any unused portion. Customer is also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the

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goods or service; and

16.1.4. the benefits to Customer under any "warranty against defects" (as defined in Regulation 90 issued under the ACL) are in addition to other rights and remedies under a law in relation to the goods or services to which the warranty relates. A claim under any such warranty must be provided in accordance with section 15.4 (Notices) and Customer is responsible for its expenses incurred in making a claim.

Addenda:

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Version 2.0, January 2004

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SparseBitSet: SparseBitSet-1.2

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Avalon Framework API 4.3.1

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jQuery UI - jquery/jquery-ui on GitHub 1.13.2

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Apache HttpClient: 5.1.3

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jackson-databind: 2.15.2

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core-js 2.4.1

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zone.js: 0.8.12

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jspdf-works: 1.3.5

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angular: 4.1.3

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Intl.js: 1.2.5

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hn-html2canvas: 1.0.0

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web-animations-js: 2.2.5

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es6-shim: 0.35.3

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ie-shim: 0.1.0

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SystemJS: 0.19.39

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ngx-infinite-scroll - orizens/ngx-infinite-scroll: 0.5.1

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altkom-primeng: 4.0.0

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@ngx-translate/core 6.0.1

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jackson-databind: 2.12.3

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Java StringTemplate: 3.2.1

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XML Commons External Components XML APIs: 1.3.04

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ANTLR 3 Runtime: 3.5.2

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*
thumbnailator: 0.4.7

Thumbnailator - a thumbnail generation library

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*
jaxb-impl (repo.maven.apache.org/maven2/com/sun/xml/bind/jaxb-ri): 2.1.3

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java-html2image: 0.9-svn

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jquery-iframe-transport: 1.12.1

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markcell/jQuery-Tabledit: v1.2.3

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jquery-transport-xdr: 1.12.1

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Video.js: v7.2.3

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jai-imageio-core: jai-imageio-core-1.4.0

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animated-gif-lib-for-java: animated-gif-lib-1.4

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Drive API: v3-rev20220815-2.0.0

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AutoValue Annotations: 1.10

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xalan-interpretive: 11.0.0

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swagger-core: 2.2.9

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AzureAD/microsoft-authentication-library-for-java: 1.13.8

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azure-storage-blob: 12.23.1

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slf4j-api: 2.0.3

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jackson-databind: 2.15.0

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Fast Classpath Scanner: 4.8.154

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jakarta.xml.bind-api: 2.3.3

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quartz - quartz-scheduler/quartz 2.3.2

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ng2-date-picker 2.8.1

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jhildenbiddle/css-vars-ponyfill: 2.4.2

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Bean Validation API: 2.0.2

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JavaBeans Activation Framework API jar 1.2.1

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Fast Classpath Scanner: 4.8.138

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angular-file-saver 1.3.3

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angular2-masonry: 0.3.1

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d3ify: 4.11.0

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Apache-XML Xerces Java 2 - in Java: 2.12.2

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jakarta.xml.bind-api 2.3.2

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SLF4J API Module: 1.7.35

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JSqlParser: 0.9.1

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dom4j: flexible XML framework for Java: 2.1.3

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Log4J API: 2.18.0

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