



CAMBRIDGE SEMANTICS MASTER SOFTWARE LICENSE AGREEMENT

BY SIGNING AN ORDER REFERENCING, OR BY OTHERWISE MANIFESTING AGREEMENT TO THIS MASTER SOFTWARE LICENSE AGREEMENT (THE "END USER ACCESS AGREEMENT" AND ALONG WITH ALL ORDERS, THE "AGREEMENT") ON BEHALF OF THE ORDER ACTIVITY INDICATED BY YOU AT THE TIME OF ACCEPTANCE ("GOVERNMENT") YOU ARE HEREBY AGREEING TO THIS END USER ACCESS AGREEMENT ON BEHALF OF ORDERING ACTIVITY. IN DOING SO YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND THE ORDERING ACTIVITY TO THESE END CLIENT TERMS AND CONDITIONS AND THE AGREEMENT. THE AGREEMENT IS BY AND BETWEEN THE ORDERING ACTIVITY UNDER GSA SCHEDULE CONTRACTS IDENTIFIED IN THE PURCHASE ORDER, STATEMENT OF WORK, OR SIMILAR DOCUMENT ("ORDERING ACTIVITY," OR "LICENSEE") AND THE GSA MULTIPLE AWARD SCHEDULE CONTRACTOR ACTING ON BEHALF OF CAMBRIDGE SEMANTICS INC. ("PROVIDER" or "CSI")

1. DEFINITIONS AND SCOPE OF AGREEMENT

1.1. Definitions. The following terms, as used herein, shall have the following meanings:

1.1.1. "Agreement" means, collectively, this Master Software License Agreement and the attached Schedule A and any and all Order Forms,.

1.1.2. "Business Partner" means an entity that requires access to the Software in connection with the operation of Licensee's business, such as customers, distributors and suppliers.

1.1.3. "Confidential Information" means, subject to the exceptions set forth below, any information or data, regardless of whether it is in tangible form, disclosed by either party (the "Disclosing Party") that the Disclosing Party has either marked as confidential or proprietary, or has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the other party (the "Receiving Party"); provided, however, CSI's Confidential Information includes (whether or not the applicable information or materials are marked or otherwise identified as confidential or proprietary) the Software; the concepts, techniques, ideas, and know-how embodied and expressed in the Software; the Documentation; any other third-party software or documentation licensed with or as part of the Software or Documentation; benchmark results; manuals; program listings; data structures; flowcharts; logic diagrams; functional specifications; business and/or product or service plans. Information will not be deemed Confidential Information hereunder if such information: (a) is known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this

Agreement by the Receiving Party; or (d) is independently developed by the Receiving Party.

1.1.4. “Documentation” means CSI’s end user documentation for the Software that is delivered to Licensee under this Agreement.

1.1.5. “Effective Date” means the date first set forth above.

1.1.6. “Order Form” means any written Order Form or Quote that references this Agreement and is incorporated by reference on the purchase order and sets forth, at a minimum, the software to be licensed by CSI and the fees for such software.

1.1.7. “Software” means all software (in object code form only) specified in any Order Form, developed by or for CSI and delivered to Licensee hereunder and Maintenance Services, any new releases thereof (in object code form only) made generally available pursuant to Maintenance Services.

1.1.8. “Termination Date” means the Termination Date set forth in section 5.1.

1.1.9. “Use” means to activate the processing capabilities of the Software, load, execute, access, employ the Software, and display information resulting from such capabilities.

1.2. Scope of Agreement; Ordering Procedure. As of the Effective Date, Licensee is licensing the Software described on the Order Form. From time to time after the Effective Date, if the parties reach mutual agreement on the terms and conditions under which that Licensee will license additional software and/or receive additional services from CSI under this Agreement, the parties will enter into one or more additional Order Forms.

1.3. Order of Precedence. In the event of a conflict or ambiguity between the terms and conditions of this Master Software License Agreement and any Schedule to this Master Software License Agreement or Order Form, the terms and conditions of the negotiated Order Form will prevail, and this Master Software License Agreement will prevail over the Schedule unless the Schedule states that the term in the Schedule will prevail.

2. LICENSE GRANT

2.1. License. Subject to the terms and conditions of this Agreement, CSI hereby grants a non-exclusive, non-resalable, non-transferable, worldwide, limited (unless terminated in accordance with Section 5 herein) license to Use the Software and Documentation set forth in the applicable Order Form. Use may occur solely by way of an interface delivered with or as a part of the Software, or by documented application programming interfaces (“APIs”) and query services designated in writing by CSI.

2.2. Restrictions; Reservation of Rights; Verification.

2.2.1. Named Users; Business Partners; Third Parties. The Licensee may not use the Software in any manner not authorized by this License. The Software may not be used by more than the number of named users specified on the applicable Order Form. Licensee may not use the Software or Documentation for commercial time-sharing, rental, software as a service (SaaS), “cloud hosting”, or service bureau use, including without limitation, providing management and support to any third party. Business Partners may have use of the Software exclusively to support

Licensee's business processes only, and may not Use the Software to run any of their internal business operations or operations for other customers. The Documentation may be used by the Licensee only in conjunction with the use of the Software.

2.2.2. Other Restrictions. Licensee shall not, directly or indirectly, translate, disassemble, or decompile, nor create or attempt to create, by reverse engineering or otherwise, the source code from the object code of the Software. Licensee is not permitted to make derivative works of the Software. CSI's logo and trademarks cannot be changed, misappropriated, misused or rebranded without CSI's written consent.

2.2.3. Reservation. Subject only to the rights expressly granted to Licensee under this Agreement, CSI and its licensors retain all proprietary rights and title (including without limitation all intellectual property rights) to the Software, Documentation and any modifications thereof, and no ownership of any part of the Software or Documentation is hereby transferred to Licensee.

2.2.4. Verification. CSI shall be permitted to audit (no more than once annually, upon reasonable advance written notice and during Licensee's standard business hours and subject to Government security requirements) the usage of the Software and Documentation. Such audit will be limited to information related to the amounts owed by Licensee under this Agreement and any information disclosed during this audit shall be subject to the provisions of Section 6. In the event an audit reveals that Licensee underpaid any amounts due under this Agreement to CSI, Licensee shall pay such underpaid fees within thirty (30) days of the invoice receipt date.

2.2.5. Remote Access. In the case where Licensee obtains access or makes use of the Software remotely across the Internet by using systems provided by the Licensee, CSI and any other third party, the terms of this Agreement will apply and remain valid.

2.3. Licensee Granting of Rights. Unless otherwise agreed in writing in advance with CSI, Licensee hereby grants to CSI an irrevocable license under all intellectual property rights (including copyright) to use, copy, distribute, sublicense, display, perform and prepare derivative works based upon any feedback, including materials, fixes, error corrections, enhancements, and suggestions provided to CSI. **Vendor acknowledges that the ability to use this Agreement and any Feedback provided as a result of this Agreement in advertising is limited by GSAR 552.203-71.**

3. MAINTENANCE AND SUPPORT SERVICES

3.1. Maintenance and Support Services. So long as CSI continues to offer similar support services to its other Software licensees, and subject to payment by Licensee of the applicable Maintenance and Support Services Fees set forth on the applicable Order Form issued in accordance with the GSA Schedule Pricelist, CSI will provide maintenance and support services in accordance with the terms set forth in the Maintenance and Support Services Schedule attached as Schedule A hereto ("Maintenance Services").

3.2.

4. PRICE AND PAYMENT

- 4.1. Fees. For the initial order, Licensee shall pay the Software License Fees as set forth on the Order Form issued in accordance with the GSA Schedule Pricelist. . Any undisputed fees not paid when due shall accrue interest at the rate indicated by the **the Prompt Payment Act (31 USC 3901 et seq) and Treasury regulations at 5 CFR 1315.**
- 4.2. Taxes. **Vendor shall state separately on invoices taxes excluded from the fees, and the Ordering Activity agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.**

5. TERM

- 5.1. Term; Termination. This Agreement and the license granted hereunder shall become effective as of the Effective Date and shall continue in effect thereafter for the Term set forth in the applicable Order Form unless terminated upon the Termination Date set forth in the Order Form. **When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, CSI shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.**
- 5.2. End of Term Duties. Upon any termination hereunder, each party and its Subsidiaries shall immediately cease Use of all of the other party's Confidential Information. Within thirty (30) days after any termination, the Receiving Party shall deliver to the Disclosing Party or destroy all copies of the Disclosing Party Confidential Information in every form. The Receiving Party agrees to certify in writing to the Disclosing Party that it and each of its Subsidiaries has performed the foregoing. Sections 5.2, 6, 7, 8, 9 and 10 and Licensee's duty to pay all amounts due as of the effective date of termination shall survive such termination. In the event of termination by the Licensee, CSI shall immediately refund Licensee of a pro-rated basis all fees paid in advance.

6. CONFIDENTIALITY

The Receiving Party acknowledges that it will have access to the Disclosing Party's Confidential Information. The Receiving Party agrees that it will not (a) use any such Confidential Information in any way, for its own account or the account of any third party, except for the exercise of its rights and performance of its obligations under this Agreement, or (b) disclose any such Confidential Information to any party, other than furnishing such Confidential Information to (i) its employees and consultants who are required to have access to the Confidential Information in connection with the exercise of its rights and performance of its obligations under this Agreement and (ii) professional advisers (e.g., lawyers and accountants); provided, however, in the case of professional advisers, ethical duties, to treat, hold and maintain such Confidential Information in accordance with the terms and conditions of this Section 6. The Receiving Party agrees that it will not allow any unauthorized person access to Disclosing Party's Confidential Information, and that Receiving Party will take actions reasonably necessary to protect the confidentiality of such Confidential Information, including implementing and enforcing procedures to minimize the possibility of unauthorized use or copying of such Confidential

Information. In the event that the Receiving Party is required by law to make any disclosure of any of Disclosing Party's Confidential Information, by subpoena, judicial or administrative order or otherwise, the Receiving Party shall first give written notice of such requirement to the Disclosing Party, and shall permit the Disclosing Party to intervene in any relevant proceedings to protect its interests in the Confidential Information, and provide full cooperation and assistance to the Disclosing Party in seeking to obtain such protection. Provider **recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor, provided that the Ordering Activity take all reasonable steps to honor vendor's confidentiality markings.**

7. LIMITED WARRANTY

CSI WARRANTS THAT THE SOFTWARE WILL, FOR A PERIOD OF SIXTY (60) DAYS FROM THE DATE OF YOUR RECEIPT, PERFORM SUBSTANTIALLY IN ACCORDANCE WITH SOFTWARE WRITTEN MATERIALS ACCOMPANYING IT. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, THE SOFTWARE IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. CSI AND ITS LICENSORS (FOR THE PURPOSES OF SECTION 7 AND 8, CSI AND ITS LICENSORS WILL BE COLLECTIVELY REFERRED TO AS "CSI") EXPRESSLY DISCLAIM ALL OTHER WARRANTIES WITH RESPECT TO THE SOFTWARE, WHETHER SUCH WARRANTIES ARE EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, EXCEPT TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY WAIVED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CSI MAKES NO WARRANTY OR REPRESENTATION THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET THE LICENSEE'S REQUIREMENTS, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED, NOR WITH RESPECT TO THE CORRECTNESS, ACCURACY, OR RELIABILITY OF THE SOFTWARE. LICENSEE FURTHER ACKNOWLEDGES THAT THE SOFTWARE MAY HAVE LIMITED FUNCTIONALITY, CONTAIN BUGS, ERRORS, AND OTHER PROBLEMS THAT COULD CAUSE COMPUTER SOFTWARE, HARDWARE, AND SYSTEM FAILURES OR LOSS OF DATA. LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE SOFTWARE AND DISTRIBUTION OF THE COMPONENT IS AT LICENSEE'S SOLE RISK.

8. LIMITATIONS OF LIABILITY

- 8.1. Licensee's Remedies. Licensee's sole and exclusive remedies for any damages or loss in any way connected with the Software furnished by CSI and its licensors, whether due to CSI's negligence or breach of any other duty, shall be, at CSI's option: (a) to bring the performance of the Software into substantial compliance with the functional specifications; or (b) return of an appropriate portion of any payment made by Licensee with respect to the applicable portion of the Software.
- 8.2. Not Responsible. CSI will not be responsible under this Agreement for any modification made by any party other than CSI, any third-party software, or any third party database. CSI AND ITS LICENSORS SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING FROM INHERENTLY DANGEROUS USE OF THE SOFTWARE LICENSED HEREUNDER.

8.3. Limitation of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, UNDER NO CIRCUMSTANCES WILL CSI BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF CSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CSI'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) EXCEED THE AMOUNT PAID TO CSI BY YOU FOR THE SPECIFIC LICENSE TO WHICH THE LIABILITY IS RELATED, PROVIDED, HOWEVER, THAT: **THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.**

8.4. Severability of Actions. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH AND EVERY PROVISION OF THIS AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND TO BE ENFORCED AS SUCH.

9. EXPORT REGULATIONS

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

10. GENERAL PROVISIONS

10.1. Public Announcement. Both parties can publicize the general subject matter of this Agreement to **the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71** and as long as the disclosing party shall endeavor, on a basis reasonable under the circumstances, to provide a meaningful opportunity to the other party to review and comment upon such press release, case study, testimonial or other public material and shall give due consideration to all reasonable additions, deletions or changes suggested thereto.

10.2. Force Majeure. **Excusable delays shall be governed by FAR 52.212-4(f) .**

10.3. Severability. The terms and conditions of this Agreement are severable. If any term or condition of this Agreement is deemed to be illegal or unenforceable under any rule of law, all other terms shall remain in force. Further, the term or condition which is held to be illegal or unenforceable shall remain in effect as far as possible in accordance with the intention of the parties as of the Effective Date.

- 10.4. Relationship of the Parties. Nothing in this Agreement shall be construed to place the parties hereto in an agency, employment, franchise, joint venture, or partnership relationship. Neither party will have the authority to obligate or bind the other in any manner, and nothing herein contained shall give rise or is intended to give rise to any rights of any kind to any third parties. Neither party will represent to the contrary, either expressly, implicitly or otherwise.
- 10.5. Governing Law; Consent to Jurisdiction. All disputes, claims or controversies arising out of this Agreement, or the negotiation, validity or performance of this Agreement, or the transactions contemplated hereby shall be governed by and construed in accordance with the Federal laws of the United States.
- 10.6. Assignment; Binding Effect. Licensee may not assign or transfer this Agreement in whole or in part, by operation of law or otherwise, without the prior written consent of CSI. **The Anti-Assignment Act, 41 USC 6305, prohibits the assignment of Government contracts without the Government's prior approval. Procedures for securing such approval are set forth in FAR 42.1204.**
- 10.7. Notices. All notices under this Agreement will be in writing and will reference this Agreement. Notices will be deemed given when: (a) delivered personally; (b) sent by confirmed facsimile; (c) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) one (1) day after deposit with a commercial overnight carrier, with written verification of receipt. All communications will be sent to the addresses set forth on the first page of this Agreement or such other addresses designated pursuant to this Section 10.7.
- 10.8. No Waiver. Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.
- 10.9. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.
- 10.10. Headings. The headings and captions used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.
- 10.11. Construction. This Agreement has been negotiated by each of the parties hereto and each of their respective counsel. This Agreement will be fairly interpreted in accordance with its terms and without any strict construction in favor of or against either party. This English language version of this Agreement shall be the official version of this Agreement, even if this Agreement is translated into any other language. All notices, communications and discussions pertaining to this Agreement, whether oral or written, will be conducted in the English language, including any enforcement proceedings.
- 10.12. Complete Agreement. This Agreement, including the exhibits hereto, which are hereby incorporated into this Agreement by this reference, **together with the Purchase Order(s)**, constitutes the entire agreement between the parties with respect to the subject matter hereof. It supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter, and prevails over any conflicting terms or conditions contained on printed forms, sales acknowledgments or quotations. **In the event of a conflict**

between this Agreement and a Negotiated Purchase Order, the Purchase Order shall control. This Agreement may not be modified or waived, in whole or part, except in writing and signed by an officer or duly authorized representative of both parties.

SCHEDULE A – MAINTENANCE AND SUPPORT SERVICES SCHEDULE

The terms and conditions of this Schedule A shall be referred to as this “Maintenance and Support Schedule”.

A. Maintenance Services.

Unless an Order Form specifies otherwise, CSI agrees to provide Licensee the maintenance services set forth in this Schedule A for all Software. CSI agrees to provide Each Maintenance Periodt may be renewed for additional successive one (1) year terms by executing a new Agreement in writing .

Maintenance Services consist of the following:

1. **Updates.** Subject to the terms and conditions of this Maintenance and Support Services Schedule, CSI will make available to Licensee updated or upgraded versions of the Software and Documentation, Error Corrections and maintenance releases to the Software which CSI makes generally available at no additional charge to its customers that are party to an effective maintenance agreement (“Updates”). This Maintenance and Support Schedule shall not entitle Licensee to upgrades or versions which are separately priced and licensed by CSI as new products. Notwithstanding the foregoing, functionality which is substantially similar to the Software licensed under an Order Form shall not be considered a new product and shall be provided to Licensee at no additional cost.

Each Update of the Software must be functionally compatible with the prior release or version of such Software, as applicable, and must conform to the terms and conditions of this SLA applicable to the Software. Licensee may not be required to install any Update of any Software except: (i) as a prerequisite to installing a subsequent Update; or (ii) to avoid violation of intellectual property or proprietary rights of a third party, and, in such event, Licensee may not be required to pay any additional fees in connection with such prerequisite Update.

2. **Definitions.**

“Error Correction” means the correction by CSI of a Malfunction at any and all priority levels to ensure that the Software performs in accordance with the Documentation, this SLA, or the provision by CSI of a “work around” for a Malfunction that is acceptable to Licensee which does not materially impair Licensee’s use of the Software, and is followed by a permanent Correction within a reasonable amount of time.

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

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

“Priority 2” means degraded operations constituting a limited condition that causes a slight or non-critical failure of the Software to function according to the Documentation

and/or this SLA, or a desired change in the Software which can be easily circumvented or avoided.

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

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

3. **Error Corrections.** After Licensee has identified to CSI a Malfunction’s associated priority level reasonably determined by Licensee (a *“Priority Report”*), and subject to Licensee assisting CSI in attempting to recreate and diagnose the Malfunction, CSI agrees to: (a) For Priority 1 level Malfunctions, promptly assign an individual or individuals to address the Priority 1 level Malfunctions, provide a response within two (2) hours, and use best efforts to provide a Correction within six (6) hours after receipt of the Priority Report; and (b) For Priority 2 level Malfunctions (i) respond to Licensee’s Priority Report and assign technical support resources, (ii) use best efforts to provide a Correction for such Priority 2 level Malfunctions within a reasonable time frame determined by Licensee commensurate with the severity of the problem and (iii) maintain telephone contact providing at least daily progress reports to Licensee; and (c) For Priority 3 and 4 level Malfunctions, (i) provide an initial response within twenty four (24) business hours and (b) use best efforts to provide a workaround, if required, and a permanent fix with the next scheduled update. In the event that a Correction to the Priority 1 level Malfunction has not been applied within six (6) hours after receipt of a Priority Report (either reported by Licensee or CSI), then CSI will provide continuous efforts to resolve such Malfunction until the Correction to the Priority 1 level Malfunction has been provided by CSI and confirmed as remediated by Licensee. In all cases where CSI provides a temporary workaround, CSI agrees to provide Licensee with an estimate of the time by which CSI will be ready to implement a permanent solution.

4. **Exclusions.** CSI shall have no obligation to support (a) any altered, damaged or modified Software or any portion of the Software incorporated with or into other software not expressly required by the documentation delivered with the Software, unless such Software has been modified or incorporated with, or into, other software under a Statement of Work executed by the Parties and governing the implementation, or integration or modification of the Software; or (b) Software problems caused by Licensee’s negligence, abuse or misapplication, use of the Software other than as specified in the documentation delivered with the Software or otherwise delivered under an applicable Statement of Work. Unless otherwise specified in an Order form, the Services provided by CSI under this SLA are limited to the telephone support and email support specified above, and any further Services required by Licensee must be governed by a separate written services agreement.

5. **Licensee Responsibilities.** Licensee will have responsibility to notify CSI promptly of issues or Malfunctions which become known to Licensee, to allow, if

necessary, unrestricted and free access to the Software, and to ensure that a qualified Licensee representative is available to provide assistance as necessary to perform Services hereunder. CSI has a responsibility to promptly notify Licensee of issues which could cause the Software to significantly Malfunction.

6. **Term; Termination.** Unless otherwise terminated in accordance with the SLA or this Section 6, this Maintenance and Support Schedule will automatically terminate as of the effective date of the termination of this SLA (including any agreed termination support periods).

7. **Services.** The following technical support services shall be included in the Maintenance Services:

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

7.2 If it appears that CSI will be unable to reproduce, diagnose or remedy a problem in or with the Software over the telephone or remotely, CSI shall dispatch personnel to Licensee’s premises, should it be reasonably clear that such action would materially improve the time to resolution.

7.3 Software Updates and Error Corrections are included at no additional charge within the current version and any agreed previous versions for any Software covered by a current, paid up agreement for Maintenance Services.

8. **Software Product Support Policy.**

CSI will provide Maintenance Services to Licensee for a period of three years (36 months) commencing as of date of general availability (“GA”) of a new Major Release or, for a period of one year (12 months) after the GA date of the following major release (whichever is longer), provided Licensee has paid the applicable Maintenance Services Fees. Error corrections released as part of a Minor Release shall have a Minor Release version for all actively supported Major Releases as of the release date for such Minor Release.

In the event that Maintenance Services for a release would normally expire and no later release has been made generally available, support for the old release will be extended until such a time as a new release is made generally available.

In the event that Maintenance Services for a release would normally expire and no further releases are planned, a product may be classified as at the end of its product lifecycle (“end-of-life”). The decision to “end-of-life” any product will be announced to customers at least twelve (12) months ahead of the date that support for all releases of any Product will no longer be available.

ANZOGRAPH® DB END USER LICENSE AGREEMENT

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

1. OWNERSHIP

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

2. GRANT OF LICENSE

2.1 Licensed Use

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

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

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

2.2 License Restrictions

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

2.3 Remote Access

You are responsible for obtaining all necessary devices and equipment and for all costs relating to your access to and the use Software, including and not limited to any hosting or infrastructure costs. You will at all times be responsible for maintaining the security of, and any access to or use of, your username and password. You accept and acknowledge that You will be responsible

for all activities that occur under your username, and You will promptly notify CSI of any loss, theft or unauthorized use of your password of which You become aware.

2.4 License Keys

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

3. RESTRICTIONS

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

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

- (a) use the Software in any manner not authorized by this License;
- (b) reproduce, modify, adapt, alter, translate, or create derivative works of the Software or merge the Software with other software;
- (c) sublicense, distribute or otherwise transfer the Software or any component thereof to any third party without CSI's express written consent;
- (d) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software;
- (e) remove, alter, or obscure any proprietary notices (including copyright and trademark notices) of CSI or its suppliers on the Software;
- (f) without prior written consent of CSI, use the Software for providing time-sharing services, any software-as-a-service, service bureau services or as part of an application services provider or other service offering (collectively, "SaaS Offering") where a third party's obtaining access to the Software or the features and functions of the Software is a primary reason or substantial motivation for users of the SaaS Offering to access and/or use the SaaS Offering ("Prohibited SaaS Offering"). For clarity, this clause is not intended to restrict access to the Software by and through third-party programs that add their own substantially differentiating features and functions beyond those offered by the Software or restrict the Software being employed to provide direct access to value-added hosted data sets. If You have any question as to whether a specific SaaS Offering constitutes a Prohibited SaaS Offering, of the Software, contact anzograph@cambridgesemantics.com
- (g) use Software and license keys obtained for the purposes of trial & evaluation for any commercial or non-commercial purpose other than trial & evaluation of the software.
- (h) disclose results of any Software benchmark tests without CSI's prior written consent; or
- (i) use any CSI name, trademark or logo without CSI's prior written consent;
- (j) use the Software without a license key CSI supplied to you.

4. FEEDBACK

CSI welcomes your voluntary comments, suggestions and other communications about the Software ("Feedback"). Feedback includes accounting of bugs, timing, issues, workarounds, and bug fixes, as well as any suggestions for features or enhancements. CSI will own all such Feedback and be able to use the Feedback in any manner, and You hereby assign to CSI all rights to Feedback You provide to CSI. Vendor acknowledges that the ability to use this Agreement and any Feedback provided as a result of this Agreement in advertising is limited by GSAR 552.203-71.

5. MAINTENANCE SERVICES AND SUPPORT

5.1 Free Edition Support

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

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

You may report Software bugs and errors by email to anzograph@cambridgesemantics.com or by creating a support ticket at

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

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

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

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

Unless an Order Form specifies otherwise, CSI agrees to provide You the Maintenance and Support Services set forth in this Agreement. CSI agrees to provide Maintenance and Support Services for one (1) year maintenance periods commencing on the date of Your purchase of a license (each a "Maintenance Period"). Unless terminated in accordance with the terms of this Agreement, each Maintenance Period may be renewed for additional successive one (1) year terms by executing a new Agreement in writing.

Maintenance and Support Services consist of the following:

5.2.1 Updates

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

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

avoid violation of intellectual property or proprietary rights of a third party, and, in such event, You will not be required to pay any additional fees in connection with such prerequisite Update.

5.2.2 Definitions

“Error Correction” means (i) the correction by CSI of a Malfunction at any and all priority levels to ensure that the Software performs in accordance with the Documentation and this Agreement, or (ii) the provision by CSI of a “work around” for a Malfunction which does not materially impair Your use of the Software, and is followed by a permanent correction within a reasonable amount of time.

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

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

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

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

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

5.2.3 Error Corrections

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

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

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

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

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

5.2.4. Exclusions

CSI shall have no obligation to support (a) any altered, damaged or modified Software or any portion of the Software incorporated with or into other software not expressly required by the Documentation delivered with the Software, unless such Software has been modified or incorporated with, or into, other software under a Statement of Work executed by the Parties and governing the implementation, or integration or modification of the Software; or (b) Software problems caused by Your negligence, abuse or misapplication, use of the Software other than as specified in the Documentation delivered with the Software or otherwise delivered under an applicable Statement of Work. Unless otherwise specified in an Order form, the services provided by CSI under this SLA are limited to the telephone support and email support specified above, and any further Services required by You must be governed by a separate written services agreement.

5.2.5. Your Responsibilities

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

5.2.6. Maintenance and Support Service Availability

You may report Software bugs and errors by email to anzograph@cambridgesemantics.com or by creating a support ticket at

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

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

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

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

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

5.2.7 Additional Services

While this Agreement does not require CSI to provide You with any installation, training, additional technical assistance, consulting services, or other services of any kind, these may be provided at

CSI's discretion in response to Your support requests, as described online in the offering description available at

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

5.2.8. Software Product Release Support Policy

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

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

6. TERM AND TERMINATION

6.1 Term

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

6.2 Suspension and Termination

When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, CSI shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

6.3 Effect of Termination

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

7. YOUR DATA

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

8. LIMITED WARRANTY

CSI WARRANTS THAT THE SOFTWARE WILL, FOR A PERIOD OF SIXTY (60) DAYS FROM THE DATE OF YOUR RECEIPT, PERFORM SUBSTANTIALLY IN ACCORDANCE WITH SOFTWARE WRITTEN MATERIALS ACCOMPANYING IT. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, THE SOFTWARE IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. CSI AND ITS LICENSORS (FOR THE PURPOSES OF SECTIONS 8 AND 9, CSI AND ITS LICENSORS WILL BE COLLECTIVELY REFERRED TO AS "CSI")

EXPRESSLY DISCLAIM ALL OTHER WARRANTIES WITH RESPECT TO THE SOFTWARE, WHETHER SUCH WARRANTIES ARE EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, EXCEPT TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY WAIVED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CSI MAKES NO WARRANTY OR REPRESENTATION THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED, NOR WITH RESPECT TO THE CORRECTNESS, ACCURACY, OR RELIABILITY OF THE SOFTWARE. YOU FURTHER ACKNOWLEDGE THAT THE SOFTWARE MAY HAVE LIMITED FUNCTIONALITY, CONTAIN BUGS, ERRORS, AND OTHER PROBLEMS THAT COULD CAUSE COMPUTER SOFTWARE, HARDWARE, AND SYSTEM FAILURES OR LOSS OF DATA. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SOFTWARE IS AT YOUR SOLE RISK.

9. LIMITATION OF LIABILITY

TO THE EXTENT NOT PROHIBITED BY LAW, UNDER NO CIRCUMSTANCES WILL CSI BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF CSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CSI'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) EXCEED THE AMOUNT PAID TO CSI BY YOU FOR THE SPECIFIC LICENSE FOR THE APPLICABLE PERIOD TO WHICH THE LIABILITY IS RELATED. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

10. EXPORT REGULATIONS

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

11. OPEN SOURCE

CSI may distribute third party open source software programs with the Software either incorporated into the Software or provided separately. These third-party programs are subject to their own additional license terms, none of which require notice, attribution, payment, disclosure or license back of any information. A list of open source software programs delivered with the Software can be found at <https://www.cambridgesemantics.com/opensource/>.

12. ASSIGNMENT

Unless otherwise expressly provided by additional agreement with CSI, You may not assign any of your rights or delegate any of your obligations under this License, by operation of law or otherwise (including by merger, sale of assets or consolidation). The Anti-Assignment Act, 41

USC 6305, prohibits the assignment of Government contracts without the Government's prior approval. Procedures for securing such approval are set forth in FAR 42.1204.

13. GOVERNING LAW AND JURISDICTION

All disputes, claims or controversies arising out of this Agreement or the transactions contemplated hereby shall be governed by and construed in accordance with the Federal laws of the United States.

14. NOTICES

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

15. NOTICE OF CLAIMS

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

16. GOVERNMENT RIGHTS

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

17. GENERAL

17.1 Use of Name and Logo

You agree that CSI may use Your name on its web site, brochures and other promotional materials indicating that You are a customer of CSI to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71.

17.2 Governing Law; Consent to Jurisdiction; Miscellaneous.

If a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. Unless there exists, in writing, a separate sales, evaluation or other usage agreements intended for use in conjunction with this Agreement, this Agreement and the related policies referenced herein is the entire agreement between the parties with respect to the use of the Software and supersedes all prior or contemporaneous agreements regarding its subject matter. CSI may change the non-material terms at any time. Your continued use of the Software will be subject to any such revised non-material terms. Any material updates to this agreement shall be presented to Ordering Activity for review and will not be effective unless and until both parties sign a written agreement updating these terms. No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. You recognize that the warranty disclaimers and the liability and remedy limitations in this License are material elements of this Agreement and they should be effective even when such warranty disclaimers and liability and remedy limitations would cause this Agreement to fail of its essential purpose.

