

DOTMATICS TERMS AND CONDITIONS

Software License Schedule Attachment

This Software License Schedule Attachment (the “*Attachment*”) is a “Schedule Attachment” as defined in the Dotmatics Terms and is an addendum to the agreement between Dotmatics and Customer which incorporates such Terms (the “*Agreement*”), provided that this Attachment shall apply only if and to the extent Customer purchases on-premises licenses for the Dotmatics Product. Capitalized terms used but not defined in this Attachment shall have those meanings given to them in the Terms. This Attachment may be accepted by Customer in any manner indicating Customer’s agreement to be bound by them, including, by way of example, by executing a Ordering Document which indicates that one or more purchases contemplated therein are subject to the Terms and/or this Attachment.

1. Software License.

1.1 License Grants. For all purposes under this Attachment, the term “Software” refers to the particular Dotmatics Product Solution for which the applicable license has been purchased via a Ordering Document. Subject to the terms and conditions of this Agreement, Dotmatics hereby grants Customer a nonexclusive, nontransferable and non-sublicensable license, during the Subscription Term specified in each valid Ordering Document, (i) to install the Software upon a single computer server under Customer’s supervision and control; (ii) to permit the number of Authorized End Users indicated in the applicable Ordering Document to access and use the Software solely for Customer’s internal business activities; and (iii) to make and install one (1) backup copy of the Software, provided that the original and copy are not in use at the same time. Subject to the terms and conditions of this Agreement, Dotmatics further grants to Customer a non-exclusive, nontransferable, non-sublicensable license, during the applicable Subscription Term, to use and reproduce the User Documentation only in conjunction with Customer’s installation and permitted use of the Software. Customer will reproduce all copyright notices on each copy, or partial copy, of the Software and User Documentation. Unless otherwise expressly agreed in writing, all Software will be delivered electronically, and the Software will be considered fully delivered and accepted upon actual download by or on behalf of Customer.

2. License Restrictions.

2.1 Usage Restrictions. Customer agrees not to act outside the scope of the license rights that are expressly granted by this Agreement. Except as otherwise expressly authorized by this Agreement, Customer agrees not to

(i) reproduce copies of the Software; (ii) modify, adapt, translate or create derivative works based upon the Software, provided that the foregoing shall not be construed to prohibit Customer from configuring the Software to the extent permitted by the Software’s standard user interface; (iii) distribute, digitally transmit, publicly perform, publicly display, sublicense, lease, rent, loan, pledge, permit a lien upon, or otherwise transfer or assign to any third party the Software or any of Customer’s rights under this Agreement; (iv) provide access to the Software in a time-sharing arrangement or in the nature of a service bureau, software-as-a-service provider, or application service provider; (v) use the Software in any manner that is inconsistent with the User Documentation; or (vi) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code for the Software. To the extent required by law, and at Customer’s written request, Dotmatics shall provide Customer with the interface information necessary to enable interoperability between the Software and other software; provided, however, that Dotmatics may impose reasonable conditions, including a reasonable fee, on Customer’s use of such interface information to ensure that Dotmatics’s and its suppliers’ proprietary rights in such interface information are protected. Customer agrees to use the Software only for lawful purposes and in compliance with all applicable laws, rules and regulations issued by governing authorities. Customer may not export or re-export any full or partial copies of the Software or User Documentation outside of the applicable jurisdiction identified in the Ordering Document, except in compliance with applicable export laws and regulations. Customer acknowledges and agrees that any act or omission in breach of this section will constitute an unauthorized exercise of Dotmatics’s Intellectual Property Rights beyond the scope of the rights licensed by this Agreement, and strict compliance with this section is an essential basis of this Agreement. Customer agrees to reimburse Dotmatics for attorneys’ fees and court costs incurred in connection with any lawsuit brought by Dotmatics in which a court finds that Customer has breached any provisions of this section.

2.2 Reserved Rights. Dotmatics reserves all rights not expressly granted under this Agreement. This Agreement does not convey to Customer an interest in or to the Software, but only a limited right of use that is revocable in accordance with the terms of this Agreement. Customer acknowledges that, as between Dotmatics and Customer, Dotmatics and its suppliers own all Intellectual Property Rights that are embodied in, or practiced by, the Software. No title to any copy of the Software, nor title to any Intellectual Property Rights therein, is transferred to Customer by this Agreement. The Software is licensed, not sold.

2.3 Upgrades. Customer must install, or permit Dotmatics to install, all upgrades, patches, updates or enhancements (collectively “Updates”) to the Software as such Updates are made available by Dotmatics. CUSTOMER SHALL BE SOLELY AND EXCLUSIVELY RESPONSIBLE FOR ANY AND ALL LIABILITY, DAMAGES, CLAIMS, OR LOSSES ARISING FROM CUSTOMER’S FAILURE TO INSTALL OR ACCEPT UPDATES AS DOTMATICS MAKES THEM AVAILABLE.

2.4 Use of Upgrades. If Customer acquires the Software as a Software upgrade, after Customer installs the upgrade, Customer may not use or transfer to a third party the Software from which Customer upgraded.

2.5 Use by Employees and Contractors. Customer will ensure that anyone who uses the Software on Customer’s behalf (accessed either locally or remotely) does so only for Customer’s authorized use and complies with the terms of this Agreement. Customer acknowledges that it is responsible for the acts and omissions of all persons whom it authorizes to use the Software or otherwise to exercise Customer’s right under this Agreement, to the same extent as if such acts and omissions were Customer’s own.

3. Software Activation. Customer acknowledges that the Software is delivered disabled and that it requires a License Key for activation. Customer acknowledges that the Software includes automated functionality by which it transmits license registration data via the Internet to Dotmatics and/or Dotmatics’s supplier(s), and Customer agrees to permit such transmission, without interference (including, by way of example, by opening one or more appropriate ports within its network, if necessary), to a license server operated by Dotmatics or its supplier(s) for purposes of validating the authenticity of such license-related data in order to protect Dotmatics and its suppliers against software piracy.

4. Time Clocks and Electronic Self-Help. The Software may contain embedded time clocks or similar functionality that may disable Customer’s ability to use the Software after the expiration of the Subscription Term (e.g., expiration of the trial license period if Customer obtained the license for the Software on a trial evaluation basis). Customer acknowledges and agrees that such functionality is not a defect in the Software, nor a violation of any Dotmatics obligations arising under this Agreement.

5. Third Party Software.

(a) The Software and future updates and upgrades to the Software may contain or be accompanied by certain software components that are made available by third parties and are useful in connection with the Software, including software that is included for use solely at Customer’s option (“*Third Party Software*”) that (i) is provided to Customer under terms and conditions that are different from this Agreement (each such set of terms and conditions, a “*Third Party License Agreement*”) and/or (ii) requires Dotmatics to provide Customer with certain notices and/or information (“*Third Party Notices*”).

(b) Third Party Software is identified in the relevant Third Party Software License Guide (a copy of which is available from Dotmatics upon Customer’s request), that applies to the version of the Software that Customer has licensed (or the relevant update or upgrade to such Software).

(c) The Third Party Software License Guide will include the Third Party Software's associated Third Party License Agreement and Third Party Notices and/or the Third Party Software will contain or be accompanied by its own Third Party License Agreement (for example, provided when installing or starting such Third Party Software, or accompanying such Third Party Software in a file entitled "README," "COPYING," "LICENSE" or similar title, or included among the Third Party Software's paper documentation, if any). Unless expressly provided otherwise in the Third Party Software License Guide, all Third Party Software is provided to Customer solely for use in association with the Software.

(d) Customer's use of each Third Party Software that contains or is accompanied by its own Third Party License Agreement, or for which Dotmatics has identified a Third Party License Agreement in the Third Party Software License Guide, will, as specified in such Third Party Software License Guide, be subject to the terms and conditions of such Third Party License Agreement, and not this Agreement. By using such Third Party Software after the initial installation of such Third Party Software (thereby giving Customer access to the applicable Third Party License Agreement and Third Party Notices), Customer acknowledges that it has read and agrees to all such Third Party License Agreements and Third Party Notices, including those provided only in the English language. If Customer does not agree to the terms of any particular Third Party License Agreements and Third Party Notices, Customer may not use the applicable Third Party Software. Customer agrees to review the Third Party Software License Guide that applies to Customer's initial license of the Software and any updated or new Third Party Software License Guide(s) that apply to updates and upgrades to the Software. Dotmatics's suppliers of the Third Party Software are direct and intended third party beneficiaries of this Agreement (including any relevant Third Party Software License Agreements) and may enforce it directly against Customer to the extent it relates to such supplier's specific software.

6. Fees and Payments. All amounts payable with respect to Dotmatics Product and Dotmatics Offerings shall be due and payable in accordance with the Terms.

7. Software Support. Support and maintenance for the Software are provided throughout the Subscription Term as provided in the Terms.

8. Warranties, Disclaimers and Limitations. Customer acknowledges that the Software is subject to all applicable warranties, disclaimers, and limitations of liability set forth in the Terms.

9. Override of Click-Thru EULA. Dotmatics's Software is accompanied by an End User License Agreement, which is designed to govern licensees' use of the Dotmatics Product in the absence of an applicable mutually executed contract between Dotmatics and the applicable licensee. Customer understands that the Software's installation routines may require Customer to acknowledge and indicate its assent to such End User License Agreement. NOTWITHSTANDING ANY PROVISION OF THE END USER LICENSE AGREEMENT, HOWEVER, DOTMATICS AND CUSTOMER AGREE THAT THIS AGREEMENT SHALL SUPERSEDE THE END USER LICENSE AGREEMENT, AND THE PARTIES' RESPECTIVE RIGHTS AND OBLIGATIONS WITH RESPECT TO ANY DOTMATICS PRODUCT, SHALL DERIVE SOLELY AND ENTIRELY FROM THIS AGREEMENT. FOR AVOIDANCE OF DOUBT, NEITHER PARTY SHALL HAVE ANY OBLIGATIONS UNDER THE END USER LICENSE AGREEMENT.

[End of Software License Schedule Attachment]