TIBCO®

End User License Agreement

If you have another valid, signed agreement with Licensor or a Licensor authorized reseller which applies to the specific products or services you are downloading, accessing, or otherwise receiving, that other agreement controls; otherwise, by using, downloading, installing, copying, or accessing Software, Maintenance, or Consulting Services, or by clicking on "I accept" on or adjacent to the screen where these Master Terms may be displayed, you hereby agree to be bound by and accept these Master Terms. These Master Terms also apply to any Maintenance or Consulting Services you later acquire from Licensor relating to the Software.

You may place orders under these Master Terms by submitting separate Order Form(s). Capitalized terms used in the Agreement and not otherwise defined herein are defined at https://terms.tibco.com/#definitions.

1. Applicability. These Master Terms represent one component of the Agreement for Licensor's products, services, and partner programs and apply to the commercial arrangements between Licensor and Customer (or Partner) listed below. Additional terms referenced below shall apply.
    a. Products:
        i. Subscription, Perpetual, or Term license Software
        ii. Cloud Service (Subject to the Cloud Service Terms found at https://terms.tibco.com/#cloud-services)
        iii. Equipment (Subject to the Equipment Terms found at https://terms.tibco.com/#equipment-terms)
    b. Services:
        i. Maintenance (Subject to the Maintenance terms found at https://terms.tibco.com/#october-maintenance)
        ii. Consulting Services (Subject to the Consulting terms found at https://terms.tibco.com/#supplemental-terms)
        iii. Education and Training (Subject to the Training Restrictions and Limitations found at https://www.tibco.com/services/education/training-restrictions-limitations)
    c. Partners:
        i. Partners (Subject to the Partner Terms found at https://terms.tibco.com/#partner-terms)
        ii. Distribution, Reseller, and VAR Partner (Subject to the Reseller terms found at https://terms.tibco.com/#reseller-var)
        iii. Developer and Solution/Technology Partner (Subject to the ISV Program Partner terms found at https://terms.tibco.com/#developer-technology)
    d. OEM (Subject to the OEM Terms found at https://terms.tibco.com/#oem-terms)
2. License and Delivery.
    a. Subject to Customer's compliance with the terms of this Agreement, including payment of fees, for any Software delivered to Customer, Licensor grants Customer a limited, non-

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transferable, non-sublicensable, non-exclusive license to install, run, and use the Number of Units of Software stated in an Order Form in accordance with the Documentation for the Term solely for Customer's internal business purposes. Maintenance, if purchased or provided, is delivered pursuant to the Order Form.

b. Software does not include multiple Platforms if the Software product is licensed on a Platform specific basis as designated in the Software product name or listed in an Order Form.
c. Unless otherwise permitted under this Agreement and the Documentation, Customer shall not:
    i. make more copies of the Software than the specified Number of Units stated in an Order Form (except for a reasonable number of copies for archival purposes) or use any unlicensed versions of the Software;
    ii. use any Software that is not listed in an Order Form even if such unlicensed software is made available to Customer as part of Licensor's general delivery mechanisms;
    iii. provide access to the Software to anyone other than Authorized Users;
    iv. sublicense, distribute or pledge the Software or any of the rights herein;
    v. lease, rent or commercially share (including time-share) or use the Software for purposes of providing processing services, including, providing third-party hosting, application integration, application service provider-type services, or service bureau;
    vi. use or access any embedded or bundled component of Software 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 Software;
    vii. use Third Party Software except in conjunction with the Licensor Software and subject to the same use rights that it has to the Licensor Software.
    viii. use any third party software, including any open source software, in conjunction with any Software, unless Customer ensures that such use does not cause the Software to become subject to any third party license applicable to such third party software or require the public disclosure or distribution of any Software or the licensing of any Software for Materials or the purpose of making derivative works; and
    ix. modify, translate, reverse engineer, decrypt, decompile, disassemble, create derivative works based on, or otherwise attempt to discover the Software source code or underlying ideas, techniques or algorithms, provided, however, that Customer may engage in such conduct as is necessary to ensure the interoperability of the Software as required by law. Prior to commencing any de-compilation or reverse engineering, Customer will observe strict obligations of confidentiality and provide Licensor with reasonable advance written notice and the opportunity to assist with or conduct such activity on Customer's behalf and at Customer‘s expense.
d. Licensor shall deliver the Software electronically and delivery is deemed complete when

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such Software is made available to Customer.

e. ISV Customer and SaaS Customer specific terms are stated at: https://terms.tibco.com/#saas-customer-terms.
f. Additional product specific terms are stated at https://terms.tibco.com/#additional-product-specific-terms.
g. Should the Order Form include the Foresight Software the terms stated at https://terms.tibco.com/#foresight-terms apply.

3. Financial Terms.
   a. Customer shall pay Licensor any fees or payments net 30 days from Licensor's invoice. Licensor 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.
   b. Unless otherwise stated in an Order Form, annual fees for Software purchased on a Subscription basis will increase year-over-year by 5% or the percentage rate change in the Consumer Price Index for the twelve month period immediately preceding the anniversary date of the Subscription, whichever is greater. Licensor may increase any other annual recurring fees upon providing written notice at least 60 days before the end of the then current Term stated in the Order Form.
   c. Fees stated in an Order Form are exclusive of all applicable sales, use, value-added, goods and services, consumption, withholding, excise and any other similar taxes or government charges ("Taxes"). Customer shall (i) pay Licensor such applicable Taxes (excluding Licensor'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 the total fees due and listed on an Order Form.
   d. Except as expressly stated in the "Term and Termination" or "Warranties" section, all fees paid by Customer are non-refundable and no right of set off exists.
   e. Licensor does not permit aggregation of products, services, purchase or license models or cumulative fees paid across separate Product Lines to trigger preferred pricing or discounts.
4. Ownership. Licensor and its licensors own all Software, Materials, and Documentation and all derivatives thereof (collectively "Protected Materials"), which are protected by applicable U.S. and international 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 stated in the Agreement, Customer receives no other rights to use any of Licensor's Marks.
5. Confidentiality.
   a. Neither party shall disclose Confidential Information to any third party 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. For the purposes of this section, the definition of Licensor and Customer includes Affiliates of either party. Licensor may use data collected during the Term in an aggregated, anonymized form, provided that such data is aggregated from more than

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one customer and does not identify Customer, Customer employees, or Customers' customers.

i. The duty to protect Confidential Information does not apply to information that is shown to be:
ii. available to the public other than by a breach of a confidentiality obligation;
iii. rightfully received from a third party not in breach of a confidentiality obligation;
iv. independently developed by one party without use of the Confidential Information of the other;
v. known to the recipient at the time of disclosure (other than under a separate confidentiality obligation);
vi. 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.

b. Except as expressly stated in the "Term and Termination" or "Warranties" section, all fees paid by Customer are non-refundable and no right of set off exists.
c. 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.
d. 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. Data Protection and Back-up.
   a. If Customer exposes Licensor to an individual's Protected Data, Licensor will process and store such information pursuant to Licensor's Information Security and Compliance Program found at https://terms.tibco.com/#security-guidelines, which includes Licensor's Data Processing Terms that apply when Licensor processes Protected Data on behalf of Customer that is subject to the European Union's General Data Protection Regulation (EU/2016/679) (GDPR).
   b. Except when Licensor stores Customer data in connection with the delivery of a Cloud Service, Customer is responsible for backing up its data and under no circumstances is Licensor responsible for the protection, loss, destruction, or maintenance of Customer's data.
7. Indemnity.
   a. Licensor shall, at its own expense, defend or at its option, settle, any claim or action brought against Customer to the extent it is based on a claim that the Software, or Materials, all as updated by Licensor and used in accordance with the Agreement, infringes any patent, copyright, or any trade secret of a third party. Furthermore, Licensor

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will indemnify and hold Customer harmless 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. Licensor's obligations to defend, settle, or indemnify Customer are subject to (i) Customer promptly notifying Licensor in writing of such claim; (ii) Licensor having the exclusive right to control such defense and/or settlement; and (iii) Customer providing reasonable assistance (at Licensor's expense) in the defense thereof. Customer shall not settle any claim, action or proceeding without Licensor's prior written approval.

b. LICENSOR SHALL NOT DEFEND, INDEMNIFY, OR HOLD CUSTOMER HARMLESS FOR ANY CLAIM IF: (A) CUSTOMER MADE MODIFICATIONS TO THE SOFTWARE OR MATERIALS OR PORTIONS THEREOF; (B) SUCH CLAIM WOULD HAVE BEEN AVOIDED BY USE OF THE THEN CURRENT RELEASE OF THE SOFTWARE MADE AVAILABLE TO CUSTOMER; (C) CUSTOMER CONTINUED ITS ALLEGEDLY INFRINGING ACTIVITY AFTER BEING PROVIDED WITH MODIFICATIONS THAT WOULD HAVE AVOIDED THE ALLEGED INFRINGEMENT; OR (D) SUCH CLAIM IS BASED ON CUSTOMER'S OUTPUT.

c. IF LICENSOR DEFENDS OR SETTLES AN INFRINGEMENT CLAIM ARISING UNDER SECTION 7.A ABOVE, LICENSOR'S LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY (IN ADDITION TO THE "INDEMNITY") SHALL BE FOR LICENSOR AT ITS OWN EXPENSE, TO EITHER (A) REPAIR, REPLACE OR MODIFY THE AFFECTED SOFTWARE OR RE-PERFORM THE AFFECTED CONSULTING SERVICES OR (B) ALTERNATIVELY, PROCURE FOR CUSTOMER THE RIGHT TO CONTINUE TO USE THE AFFECTED SOFTWARE OR MATERIALS. IF THE FOREGOING REMEDIES ARE NOT COMMERCIALLY FEASIBLE (IN THE REASONABLE OPINION OF LICENSOR), LICENSOR MAY (I) CANCEL THE APPLICABLE ORDER FORM AND, AS APPLICABLE, FOR THE AFFECTED SOFTWARE REFUND THE LICENSE FEES AND ANY UNEARNED MAINTENANCE FEES PAID TO LICENSOR BY CUSTOMER FOR THE AFFECTED SOFTWARE, OR (II) FOR CONSULTING SERVICES REFUND ALL AMOUNTS PAID TO LICENSOR BY CUSTOMER FOR THE AFFECTED CONSULTING SERVICES.

8. Warranties.
   a. Licensor warrants that for 90 days following the Delivery Date ("Warranty Period"), the Software, as updated and used in accordance with the Documentation, will operate in all material respects in conformity with the functional specifications described in the Documentation.
   b. Licensor is not responsible for any claimed breach of any warranty caused by:
      i. modifications made to the Licensor Software by anyone other than Licensor;
      ii. the combination, operation or use of the Licensor Software with any items that are not permitted in the Documentation;
      iii. Customer's failure to use any new or corrected versions of the Licensor Software made available by Licensor;
      iv. Licensor's adherence to Customer's specifications or instructions;

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v. Customer deviating from the Licensor Software operating procedures described in the Documentation; or

vi. Errors caused by customizations. Consulting services to correct defects or issues subject to one of the above warranty exclusions may be procured by Licensee under a Work Order pursuant to Licensor's standard time and material charges.

c. If the Licensor Software does not perform as warranted during the Warranty Period, Licensor shall use commercially reasonable efforts to correct Errors. Customer shall promptly notify Licensor in writing of its claim within the Software Warranty Period. Provided that such claim is determined by Licensor to be Licensor's responsibility, as Customer's exclusive remedy for any warranty claim, Licensor 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 Licensor, then Licensor may terminate the affected Licensor Software license and issue Customer a refund of the license fees paid for the affected Licensor Software. The preceding warranty cure constitutes Licensor's entire liability and Customer's exclusive remedy for Licensor's breach of the warranty stated herein.

d. EXCEPT AS STATED ABOVE, LICENSOR, ITS LICENSORS, WEBHOST, DATACENTER AND SUPPLIERS EXPRESSLY DISCLAIM, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING (i) ANY WARRANTY THAT ANY SOFTWARE, MATERIALS OR SERVICES ARE ERROR-FREE, ACCURATE OR RELIABLE OR WILL OPERATE WITHOUT INTERRUPTION OR THAT ALL ERRORS WILL BE CORRECTED OR WILL COMPLY WITH ANY LAW, RULE OR REGULATION (ii) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AND (iii) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. LICENSOR CANNOT AND DOES NOT GUARANTEE THE PRIVACY, SECURITY OR AUTHENTICITY OF ANY INFORMATION SO TRANSMITTED OVER OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET.

9. Limitation of Liability. EXCEPT FOR (I) INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, INCLUDING TRADE SECRETS; (II) DAMAGES FOR BODILY INJURY, DEATH, DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY; (III) INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE; OR (IV) ANY OTHER LIABILITY THAT MAY NOT BE LIMITED UNDER APPLICABLE LAW (THE "EXCLUDED MATTERS"), IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOSS OR UNAVAILABILITY OF OR DAMAGE TO DATA, LOST REVENUE, LOST PROFITS, FAILURE TO REALIZE EXPECTED SAVINGS, DAMAGE TO REPUTATION, BUSINESS INTERRUPTION, DOWNTIME COSTS OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR ANY SIMILAR TYPE OF DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THE AGREEMENT, THE USE

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OR THE INABILITY TO USE THE SOFTWARE, MAINTENANCE OR CONSULTING SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE AND OTHER PRODUCTS OR SERVICES PROVIDED HEREUNDER TO ACHIEVE CUSTOMER'S INTENDED RESULTS. EXCEPT FOR THE EXCLUDED MATTERS, IN NO EVENT SHALL EITHER PARTY'S TOTAL LIABILITY TO THE OTHER FOR ALL CLAIMS ARISING OUT OF OR AS A RESULT OF THE AGREEMENT EXCEED THE GREATER OF 1,000,000 USD OR THE FEES PAID BY CUSTOMER TO LICENSOR UNDER THE APPLICABLE ORDER FORM.

10. Export. Software, Cloud Service, Documentation, Materials, and related technical data are subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations and may be subject to export or import regulations of other countries. Customer shall not use, export, re-export, or provide access to the Software, Cloud Service, Documentation, or Materials in any form in violation of any applicable export or import laws of any jurisdiction.
11. Government Use. If the Software, Documentation, Materials and any other Licensor services are being or have been acquired with U.S. Federal Government funds, or Customer is an agency, department, or other entity of the United States Government ("Government"), the use, duplication, reproduction, release, modification, disclosure, or transfer of the Software or any related documentation of any kind, including technical data, manuals or Materials, is restricted in accordance with Federal Acquisition Regulation 12.212 for civilian agencies and Defense Federal Acquisition Regulation Supplement 227.7202 for military agencies. The Software, Materials, and any Licensor services are COMMERCIAL ITEMS AS DEFINED BY THE FEDERAL ACQUISITION REGULATION. Use of the Software and Materials by the Government is further restricted according to the Agreement and any amendment hereto.
12. Term and Termination.
    a. Except as otherwise stated below, this Agreement will remain in effect until terminated.
    b. The Term for any Software starts on the Effective Date stated in an Order Form and continues as indicated on the Order Form.
    c. Following the end of the initial Term for any Subscription, Term License, or Cloud Service, the Term will automatically renew continuously for the same length as the initial Term unless either party gives written notice at least 60 days prior to the end of the initial or any renewal Term of its intention to terminate.
    d. Either party may terminate:
        i. this Agreement and/or any applicable Order Forms upon 30 days prior written notice if the other party breaches a material provision of this Agreement and fails to cure such breach within the 30 day notice period;
        ii. Maintenance, Term License, or Subscription, upon written notice delivered at least 60 days prior to the end of any applicable Maintenance period or Term; or
        iii. an Order Form for Consulting Services, upon 15 days prior written notice by Customer or 30 days prior written notice by Licensor.
    e. The Agreement automatically terminates if either party files for bankruptcy, goes into

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receivership, becomes insolvent, or makes an assignment for the benefit of creditors.

f. Upon termination of this Agreement or an Order Form, Customer must cease using, de-install and permanently delete all of the applicable Software, whether modified or merged into other materials.

g. Termination of this Agreement or any Order Form 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.

h. The parties' rights and obligations under this section and sections entitled "Financial Terms", "Ownership", "Confidentiality", "Warranties", "Indemnity", "Remedies", "Limitation of Liability", "General Provisions" and those surviving provisions of the Exhibits survive the termination of this Agreement and/or an Order Form.

13. General Provisions.

a. All notices must be in writing and will be effective if (i) delivered by facsimile, electronic mail, by hand, reliable overnight delivery service, or first-class, pre-paid mail and (ii) sent to the address for the intended recipient stated in an Order Form. Notices should be sent to the other party's general counsel or legal department, unless another recipient is expressly identified.

b. The non-prevailing party shall pay all reasonable costs, including attorney's fees, incurred by the prevailing party in any action brought to enforce the prevailing party's rights under this Agreement.

c. This Agreement does not create an agency or consignment relationship, and neither party is a partner, employee, agent or joint venture partner of, or with, the other.

d. During the term of any Order Form and for a period of one year following termination of an Order Form, neither party shall actively solicit for employment any employee, contractor, consultant, or other representative of the other party who performed services in connection with the applicable Order Form, without the prior written consent of the other party.

e. Licensor may designate any agent or subcontractor to perform such tasks and functions to complete any services covered under this Agreement, provided, however, that Licensor shall remain responsible for performance of its duties under the terms of this Agreement.

f. During the term of any Order Form and for a period of one year following termination of an Order Form, Licensor and its independent auditors, at Licensor's expense, may audit Customer's compliance with this Agreement upon 10 days' notice and at reasonable times and report any results to Licensor's licensors. Customer shall, at no cost to Licensor, (i) provide any assistance reasonably requested by Licensor or its designee in conducting any such audit, including installing and operating audit software, (ii) make requested personnel, records, and information available to Licensor or its designee, and (iii) provide such assistance, personnel, records, systems access, and information 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

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shall promptly cure any such noncompliance, and if the audit reveals Customer's noncompliance exceeds 5% of its entitlement, Customer shall reimburse Licensor 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 Licensor's termination rights and do not affect Licensor's right to payment for Software or Materials related to usage in excess of the Number of Units.

g. Upon reasonable written notice of at least 3 months and not more than once per year, Customer may (1) audit Licensor's systems, processes, or facilities to determine compliance with this Agreement, (2) or request Licensor's assistance to provide or update information processed by Licensor on behalf of Customer, provided that (i) Customer compensates Licensor for the reasonable costs and expenses incurred by Licensor to support the audit, (ii) the audit takes place in an onsite or virtual audit environment performed on Licensor's hardware (i.e., a Licensor controlled computer) and the Customer's personnel (including auditors) are accompanied and/or supervised by TIBCO's representative at all times, (iii) soft or hard copies of data displayed during the audit will not be sent electronically or otherwise transported away from Licensor facility, and (iv) certain highly sensitive data such as Licensor customer information, Licensor employee personal data, and information regarding Licensor's vulnerability is held in strict confidence and must not be shared with any individual that does not need to know such information.
h. A waiver by a party of any breach of any provision of this Agreement will not be construed as a waiver of continuing or succeeding breach.
i. Performance under the Agreement will be postponed automatically if a party is prevented from performing by any act of or failure to act by the other party. No delay or default in performance of any obligation by either party (except payment obligations) will constitute a breach of the Agreement if caused by force majeure or any other cause which is beyond its reasonable control, including, fires, strikes, accidents, governmental action or regulatory changes, or acts of God.
j. Except for an assignment, in whole or part, by Licensor to an Affiliate, neither party may assign this Agreement, in whole or in part, and/or any of its rights and/or obligations without the prior written consent of the other party, which will not be unreasonably withheld. Any such attempted assignment is void. For the purposes of the foregoing, a change in control of Customer is deemed to cause or attempt to cause an assignment of the Agreement, in whole or part, and requires Licensor's prior written consent.
k. If Customer or its successors or assigns enters into an Extraordinary Corporate Event after an Order Form 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 Software or Materials until those users, divisions, or entities are added to this Agreement by way of a written amendment signed by duly authorized officers of the Licensor and Customer, or in the case of a divesture, the divested entity.
l. This Agreement is for the benefit of the parties and their successors and permitted

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assigns, and does not confer any rights or benefits on any third party, including any employee of a party, any client of a party, or any employee of a client of a party. Notwithstanding the above, the parties acknowledge that all rights and benefits afforded to Licensor under this Agreement apply equally to the owner of any Third Party Software, and such third party is an intended third party beneficiary of this Agreement.

m. 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 California 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 Santa Clara County, California. 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.

n. If any sentence, clause, or other provision of this Agreement is held to be invalid, illegal, or unenforceable under applicable law, including, but not limited to, any limitation of liability, the validity, legality and enforceability of the remaining clauses and provisions are not affected or impaired. The parties shall interpret the affected provision in a manner that renders it enforceable while attempting to closely approximate the intent and the economic effect of the affected provision.

o. If any terms and conditions of the Master Terms conflict with the Documentation, then such license requirements or notices pertaining to Third Party Software included with the Software will control. Any conflict between the terms of the Agreement will be resolved in the following order for precedence: (i) Order Form; (ii) Exhibits, (iii) Master Terms.

p. The Agreement constitutes the parties' entire agreement relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, agreements, or understandings between the parties relating to its subject matter. No modification to the Agreement will be binding unless in writing and signed by each party, except in the case of an Order Form where Licensor's acceptance shall be deemed to have occurred on Licensor's initial delivery of products or services under the Order Form. All pre-printed or standard terms of any Customer purchase order or other business processing document shall have no effect.

14. Alpha, Beta, Developer Evaluation, Free Trial and Evaluation License.

a. In addition to all other applicable terms and conditions, Software provided or accessed for demonstration or evaluation purposes or for alpha or beta testing is subject to the following conditions:

i. Software may only be used for demonstration, evaluation or alpha or beta testing purposes,

ii. Customer must stop using the Software upon the earlier of (1) 30 days from the

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date Customer receives the right to install or access the Software, (2) Customer's receipt of notice of termination from Licensor, or (3) Customer no longer has access to the Software; and

iii. the Software is provided "AS IS" without Maintenance or any warranties or indemnities.

b. In addition to all other applicable terms and conditions, Software provided or accessed for Developer evaluation is subject to the following conditions:
   i. Software may only be used for such development evaluation purposes,
   ii. Software must not used or deployed in or on a Production or development environment,
   iii. Customer must stop using the Software upon the earlier of (1) 90 days from the date Customer receives the right to install or access the Software, (2) Customer`s receipt of notice of termination from Customer, or (3) Customer no longer has access to Cloud Service; and
   iv. the Software is provided "AS IS" without Maintenance or any warranties or indemnities.
c. If Customer is using a free trial version of Software, Licensor may stop providing the Software to Customer or Customer's end users at Licensor's sole discretion without any prior notice, and the Software is provided "AS IS" without Maintenance or any warranties or indemnities.
d. Notwithstanding anything to the contrary in this Agreement, Software subject to an alpha, beta, developer, evaluation, free trial and evaluation license may be deployed by Customer on AWS, Microsoft Azure, or similar environments.

Addenda:

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javax.inject 1

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1. Definitions.

"License" shall mean the terms and conditions for use, reproduction, and distribution as defined by Sections 1 through 9 of this document.

"Licensor" shall mean the copyright owner or entity authorized by the copyright owner that is granting the License.

"Legal Entity" shall mean the union of the acting entity and all other entities that control, are controlled by, or are under common control with that entity. For the purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

"You" (or "Your") shall mean an individual or Legal Entity exercising permissions granted by this License.

"Source" form shall mean the preferred form for making modifications, including but not limited to software source code, documentation source, and configuration files.

"Object" form shall mean any form resulting from mechanical transformation or translation of a Source form, including but not limited to compiled object code, generated documentation, and conversions to other media types.

"Work" shall mean the work of authorship, whether in Source or Object form, made available under the License, as indicated by a copyright notice that is included in or attached to the work (an example is provided in the Appendix below).

"Derivative Works" shall mean any work, whether in Source or Object form, that is based on (or derived from) the Work and for which the editorial revisions, annotations, elaborations, or other modifications represent, as a whole, an original work of authorship. For the purposes of this License, Derivative Works shall not include works that remain separable from, or merely link (or bind by name) to the interfaces of, the Work and Derivative Works thereof.

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Java Servlet API: 3.1.0

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*

zlib: 1.2.11

/* zlib.h -- interface of the 'zlib' general purpose compression library
version 1.2.11, January 15th, 2017

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Jean-loup Gailly Mark Adler
jloup@gzip.org madler@alumni.caltech.edu

*/

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JOpt Simple: 5.0.4

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argparse4j: 0.7.0

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java-classmate 1.3.4

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javax annotation api 1.3.2

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jsp-api: 2.1

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census-instrumentation/opencensus-proto 0.2.0

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The textbook (containing a proof that the shuffle is uniformly random) is
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javax.activation:javax.activation-api 1.2.0

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Apache HttpComponents Core: 4.4.12

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jsoncpp: 1.8.0

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WebSocket client API: 1.0

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dnsjava 2.1.7

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Kerby PKIX Project: 1.0.1

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google/re2j: re2j-1.1

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lz4/lz4-java: 1.7.1

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ParaNamer Core 2.8

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zstd 1.3.7

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Data Mapper for Jackson: 1.9.2

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Asynchronous Http Client Netty Utils: 2.12.1

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scala/scala-java8-compat: 0.9.1

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*compiler (github.com/spullara/mustache.java) 0.9.6

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JVM Integration for Metrics 3.2.5

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proto-google-common-protos: 2.0.1

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Bouncy Castle PKIX, CMS, EAC, TSP, PKCS, OCSP, CMP, and CRMF APIs 1.69

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bouncycastle:bcmail-jdk14 1.69

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client-java-proto 12.0.1

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airlift/aircompressor 0.2

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protobuf: v3.3.0

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Scala: v2.13.3 (2)

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scala/scala-collection-compat: v2.2.0

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org.jetbrains.kotlin:kotlin-stdlib-jdk7: 1.4.32

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google/re2j: re2j-1.5

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ASM 9.3

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Aggs Matrix Stats 1.2.4

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jackson-dataformat-smile: 2.13.2

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Apache Hadoop Annotations: 3.3.3

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