

SOFTWARE LICENSE AGREEMENT FOR CLARIS CONNECT ON-PREMISE CLIENT

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT ("LICENSE") CAREFULLY BEFORE USING THE CLARIS SOFTWARE (DEFINED BELOW). BY USING THE CLARIS SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS LICENSE, DO NOT INSTALL AND/OR USE THE CLARIS SOFTWARE AND, IF PRESENTED WITH THE OPTION TO "AGREE" OR "DISAGREE" TO THE TERMS, CLICK "DISAGREE". IF YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS LICENSE, CLICK "AGREE". BY CLICKING "AGREE" OR BY DOWNLOADING, USING OR COPYING ANY PART OF THIS CLARIS SOFTWARE, YOU ARE AGREEING TO BE BOUND TO ALL THE TERMS AND CONDITIONS OF THIS LICENSE.

IMPORTANT NOTE: To the extent that this software may be used to reproduce, modify, publish or distribute materials, such use is licensed to you only for materials you are authorized or legally permitted to reproduce, modify, publish or distribute. If you are uncertain about your right to copy, modify, publish or distribute any material, you should contact your legal advisor.

1. General.

A. The Claris software, any third party software, documentation, interfaces, content, fonts and any data accompanying this License whether on disk, in read only memory, on any other media or in any other form (collectively the "Claris Software") are licensed, not sold, to you by Claris International Inc. or Claris International ("Claris") for use only under the terms of this License. Claris and/or Claris's licensors retain ownership of the Claris Software itself and reserve all rights not expressly granted to you.

B. Claris, at its discretion, may make available future upgrades or updates to the Claris Software. If the Software is licensed as an upgrade or update, then you may only use the Software to replace a validly licensed version of the same software. You agree that the upgrade or update does not constitute the granting of a second license to the Software (i.e., you may not use the upgrade or update in addition to the software it is replacing, nor may you transfer the software which is being replaced to a third party). The terms of this License will govern any software upgrades or updates provided by Claris to the Software, unless such upgrade or update is accompanied by a separate license in which case you agree that the terms of that license will govern such upgrade or update.

C. Title and intellectual property rights in and to any content displayed by or accessed through the Claris Software belongs to the respective content owner. Such content may be protected by copyright or other intellectual property laws and treaties, and may be subject to terms of use of the third party providing such content. This License does not grant you any rights to use such content nor does it guarantee that such content will continue to be available to you.

2. Permitted License Uses and Restrictions.

A. Subject to the terms and conditions of this License and as permitted by the Terms of Service for Claris Connect, you are granted a limited, non-transferable, non-exclusive license to download, install, use and run the Claris Software as necessary to implement and use your subscription to Claris Connect.

B. Other Use Restrictions. You may not rent, lease, lend, sell, redistribute or sublicense the Claris Software or exploit any services provided by the Claris Software in any unauthorized way.

C. No Reverse Engineering; Limitations. You may not, and you agree not to or to enable others to, copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, create derivative works of the Claris Software or any services provided by the Claris Software or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by licensing terms governing use of the open source components that may be included with the Claris Software).

D. Compliance with Laws. You agree to use the Claris Software and any services in compliance with all applicable laws, including local laws of the country or region in which you reside or in which you download or use the Claris Software and services.

E. Privacy Policy. At all times your information will be treated in accordance with Claris's Privacy Policy, which can be viewed at: <u>https://www.claris.com/company/legal/privacy/</u>.

3. Termination. This License is effective until terminated. Your rights under this License will terminate automatically or otherwise cease to be effective without notice from Claris if you fail to comply with any term(s) of this License. Upon the termination of this License, you shall cease all use of the Claris Software and destroy all copies, full or partial, of the Claris Software. Sections 4, 5, 6, 7, 8, 9, and 10 of this License shall survive any such termination.

4. Disclaimer of Warranties.

A. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, USE OF THE CLARIS SOFTWARE AND ANY SERVICES PERFORMED BY OR ACCESSED THROUGH THE CLARIS SOFTWARE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU.

B. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE CLARIS SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND CLARIS AND CLARIS'S LICENSORS (COLLECTIVELY REFERRED TO AS "CLARIS" FOR THE PURPOSES OF SECTIONS 4 AND 5) HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE CLARIS SOFTWARE AND SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

C. CLARIS DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE CLARIS SOFTWARE AND SERVICES, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THE CLARIS SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE CLARIS SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ANY SERVICES WILL CONTINUE TO BE MADE AVAILABLE, THAT THE CLARIS SOFTWARE OR SERVICES WILL BE COMPATIBLE OR WORK WITH ANY THIRD PARTY SOFTWARE, APPLICATIONS OR THIRD PARTY SERVICES OR ANY OTHER CLARIS PRODUCTS OR SERVICES, OR THAT DEFECTS IN THE CLARIS SOFTWARE OR SERVICES WILL BE CORRECTED. INSTALLATION OF THIS CLARIS SOFTWARE AND USE OF THE SERVICES MAY AFFECT THE USABILITY OF THIRD PARTY SOFTWARE, APPLICATIONS OR THIRD PARTY SERVICES AS WELL AS OTHER CLARIS PRODUCTS OR SERVICES.

D. YOU FURTHER ACKNOWLEDGE THAT THE CLARIS SOFTWARE AND SERVICES ARE NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OR TIME DELAYS OF, OR ERRORS OR INACCURACIES IN THE CONTENT, DATA OR INFORMATION PROVIDED BY, THE CLARIS SOFTWARE OR SERVICES COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE, INCLUDING WITHOUT LIMITATION THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, LIFE SUPPORT OR WEAPONS SYSTEMS.

E. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CLARIS OR AN CLARIS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE CLARIS SOFTWARE OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU. 5. Limitation of Liability. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL CLARIS BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, CORRUPTION OR LOSS OF DATA, FAILURE TO TRANSMIT OR RECEIVE ANY DATA OR INFORMATION, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE CLARIS SOFTWARE OR SERVICES OR ANY THIRD PARTY SOFTWARE OR APPLICATIONS IN CONJUNCTION WITH THE CLARIS SOFTWARE OR SERVICES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF CLARIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. In no event shall Claris's total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the total price You paid for the Claris Software. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

6. Export Control. You may not use or otherwise export or reexport the Claris Software except as authorized by United States law and the laws of the jurisdiction in which the Claris Software was obtained. In particular, but without limitation, the Claris Software may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List or any other restricted party lists, or as otherwise prohibited by any law, regulation, or governmental order. By using the Claris Software, you represent and warrant that you are not located in any such country or on any such list, or subject to any such prohibition. You also agree that you will not use the Claris Software for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons.

7. Government End Users. The Claris Software and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

8. Complete Agreement; Governing Language. This License constitutes the entire agreement between you and Claris relating to the use of the Claris Software and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Claris. Any translation of this License is done for local requirements and in the event of a dispute between the English and any non-English versions, the English version of this License shall govern, to the extent not prohibited by local law in your jurisdiction.

9. Third Party Acknowledgements. Acknowledgements, licensing terms and disclaimers for such components are contained in the electronic documentation for the Claris Software.

10. Governing Law. You agree that this License, and any claim, dispute, action, cause of action, issue, or request for relief relating to this License, will be governed by the laws of California, without giving effect to any conflicts of laws principles that require the application of the laws of a different jurisdiction.