

SOFTWARE AND DATA END USER LICENSE AGREEMENT
(UK December 2020)

IMPORTANT: DO NOT INSTALL OR USE THIS PRODUCT UNTIL YOU HAVE READ AND AGREED TO THIS SOFTWARE AND DATA END USER LICENSE AGREEMENT. This is an agreement between **Licensee** (as defined below) and Precisely Europe Software and Data Limited or its Affiliate Syncsort Incorporated (“**SSI**”). By executing an Order or clicking next to “I ACCEPT THE TERMS IN THE LICENSE AGREEMENT” in an installation process, you are agreeing to the terms of this Software and Data End User License Agreement and your Order (collectively, the “Agreement”). IF YOU ARE NOT WILLING TO BE BOUND BY THE AGREEMENT, do not sign the Order or click “I accept,” and terminate the installation process. If you have not installed or used the Licensed Product, and you do not accept the terms of this Agreement, you may return the Licensed Product and receive a full refund of amounts paid within thirty (30) days of receipt to SSI or its authorized reseller, however, you may not return a Data Product under any circumstances, or any Software installed and used in any manner. If you are licensing these products for evaluation only purposes, the products are being provided to you under a **Trial License** as defined in Section 4(f), below. During the Trial License the products are provided to you “AS IS” and Licensor disclaims all warranties, express or implied, including, but not limited to, accuracy, reliability, noninfringement, merchantability or fitness for a particular purpose. Any infringement indemnity obligations set forth herein are expressly disclaimed for Trial Licenses. If you subsequently convert the Trial License of the products to a productive use license, you agree to the terms set forth in this Agreement and the applicable Order. If you and Licensor signed a separate license agreement for these products, the terms of the signed agreement supersede the terms of this Agreement.

1. Definitions. As used in this Agreement, the following terms have the meanings set forth below:

“**Affiliate**” means an entity that Controls, is Controlled by or is under common Control with a party, where control means ownership of more than fifty percent (50%) of stock or power to direct management of an entity;

“**Data Product**” means data files, including postal, census, geographic, demographic, and other data, that are commercially licensed to Licensee as identified in an Order or otherwise licensed with certain Software;

“**Data Output**” means the maps, reports or other information generated by analyzing or processing Data Products, including geocode coordinates or address corrections appended to Licensee database records, but does not include Licensee Data;

“**Data Updates**” means updates to the Data Products provided at the frequency and during the term set forth in the Order, where upon delivery to Licensee, the Data Update becomes part of the Data Product;

“**Documentation**” means the current technical and user guides for the Licensed Products, Support Guidelines and other specifications. The Documentation may be modified from time-to-time to incorporate Enhancements or Data Updates;

“**Enhancements**” means any updates, upgrades, modifications, new releases and corrective programming to the Software that are provided as part of Maintenance Services;

“**Licensee Data**” means information, data, or other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Licensee to be processed through the Licensed Products, exclusive of System Data, Data Products, and Data Output;

“**License Metrics**” means the basis under which the Licensed Products may be used, as further described in Schedule A;

“**Licensed Products**” means the Software, Data Products Enhancements and associated Documentation;

“**OSS**” means freeware, shareware or open source computer software programs whose source code is available for inspection and use by anyone and is made available under a license that permits recipients to copy, modify and distribute the program’s source code without payment of royalty;

“**Software**” means the computer software identified in an Order;

“**System Data**” means aggregated or anonymized information regarding use of the Licensed Products, but does not include Licensee Data; and

“**Use Code**” means the encrypted access code or license key provided by Licensor that enables Licensee to use the Licensed Products on the authorized Computer.

2. Scope of Agreement; Orders by Licensee. During the term of this Agreement, Client or a Client Affiliate (each, a “**Licensee**”) may license Licensed Products and obtain Maintenance Services and Data Updates from SSI or an SSI Affiliate (each, the “**Licensor**”) by entering into one or more ordering documents setting forth the Licensed Products and additional services purchased (each, an “**Order**”), which will become effective when executed by both parties. Each Order will constitute a separate contract between the parties and will be governed by this Agreement and the applicable Order. Any conflict between the Order and this Agreement will be resolved in favor of the Order.

3. Grant of License. Licensor hereby grants to Licensee a non-exclusive, non-transferable license to use the Licensed Products in accordance with this Agreement and the applicable Order. The grant of rights to the Licensed Products is not a sale of the Licensed Products. Licensor and its third-party providers reserve all rights not expressly granted by this Agreement.

4. Use of Licensed Products.

a) During the term set forth in the applicable Order, Licensee is permitted to use the Licensed Products and Data Output only for

its own internal business purposes. Licensee's use of the Licensed Products is not permitted to exceed the License Metrics set forth in the Order. Licensee may increase the amount of License Metrics upon execution of an additional Order and payment of applicable fees.

b) The Licensed Products will be installed only at the Installation Site on the Computer or in the virtual environment containing up to the number or volume of the License Metrics identified in the Order. If a Licensed Platform is designated in the Order, the Licensed Products may only be used on that platform. Licensee is permitted Remote Access to the Licensed Products unless otherwise prohibited in the Order. If the Licensed Products are installed in a virtual environment, Licensee must license the entire number of the applicable License Metric within the environment that may be allocated or used, in whole or in any part, to access the Licensed Products. Use of the Licensed Products as a Service Provider is prohibited unless otherwise authorized in the applicable Order. The Installation Site (if applicable) may be changed to another location within the same country upon notice to Licensor. Transfer of the Installation Site outside the country is prohibited absent Licensor's prior written consent.

c) Licensee may make a reasonable number of copies of the Licensed Products and Documentation solely for back up or disaster recovery purposes ("**DR Copies**"). Licensee must reproduce all copyright, trademark, trade secret and other proprietary notices in the DR Copies. The DR Copies can only be used to perform disaster recovery testing or if the Computer or virtual environment becomes inoperative, in which event all License Metric limitations apply. Except to perform disaster recovery testing in accordance with Licensee's disaster recovery procedures, Licensee is not permitted to use the DR Copies for production or testing\development concurrently with the production or testing\development copies of the Licensed Products. Use of the DR Copies in excess of ninety (90) days requires Licensee's consent.

d) Licensee may install, for a period not to exceed fifteen (15) days from date of installation, Enhancements and Data Updates in a test environment for the sole purpose of determining if such Enhancements and Data Updates will be deployed by Licensee in the licensed production environment. Upon conclusion of such period, Licensee will uninstall and delete all instances of the Licensed Products exceeding the License Metrics set forth in the Order.

e) Licensee may permit its third party contractors to access and use the Licensed Products solely on behalf of, and for the benefit of, Licensee, so long as: (i) contractor agrees to comply fully with this Agreement and the applicable Order(s) as if they were Licensee; (ii) Licensee remains responsible for each contractor's compliance with this Agreement and the applicable Order(s) and any breach thereof; (iii) all License Metrics includes licenses allocated to contractors; and (iv) the contractor is not a competitor of Licensor or any Licensor Affiliate. All rights granted to any contractor terminate immediately upon conclusion of the services rendered to Licensee that gives rise to such right. Upon termination of such rights, contractor must immediately cease all use of the Licensed Products, un-install and destroy all copies of the Licensed Products, Documentation and any other Licensor information in its possession, and Licensee must

certify in writing upon Licensor request of compliance with this Section.

f) Trial License. If the Licensed Products were provided on a no-charge basis, either via a download from a SSI or partner website, or pursuant to a no-charge Order, then the Licensed Products may be used solely for evaluation purposes (a "**Trial License**") and only for the duration of the trial as set forth in the Order or as designated at the time of download (the "**Trial Period**"). If no time period has been specified, the Trial Period will be fourteen (14) days. A Trial License may not be used for any development, commercial or production purpose, or any purpose other than solely to evaluate a potential future purchase of a production license to the Licensed Product.

g) Certain software and/or data owned or licensed by third parties may be provided as part of the Licensed Products. Therefore, in addition to the terms of this Agreement and the Order(s), product-specific license terms can be found at <https://www.precisely.com/legal/licensing/english>, or in the "about" or "notice" file in the Licensed Product, and are incorporated into this Agreement by reference. OSS is provided under the terms of the OSS License as defined in Section 11(e) below.

h) Certain Licensed Products may collect System Data and report such System Data to SSI for SSI's business purposes, which may include product analytics, the development or improvement of Licensed Products, and diagnosing technical support issues. System Data is owned by SSI and does not include Licensee Data.

5. General Use Restrictions.

a) Licensee will not: (i) make derivative works of the Licensed Products; (ii) reverse engineer, decompile or disassemble the Licensed Products or any portion thereof, except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Software with another software program, unless Licensor is prepared to carry out such action at a reasonable commercial fee or has provided the information necessary to achieve such integration within a reasonable period, and Licensee will request Licensor to carry out such action or to provide such information before undertaking any such action; (iii) make copies of the Licensed Products or Documentation except as otherwise authorized in Section 4(c), 4(d), or an Order; (iv) sublicense, rent, lease, lend, or host the Licensed Products to or for other parties; (v) attempt to unlock or bypass any initialization system, encryption methods or copy protection devices in the Licensed Products, including disabling or deactivating the Use Code; (vi) modify, alter or change the Licensed Products; (vii) alter, remove or obscure any patent, trademark or copyright notice in the Licensed Products or Documentation; (viii) use components of a Licensed Product independent of the Licensed Products they comprise; (ix) use the Licensed Products in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any Applicable Law (as defined in Section 18, below); or (x) use the Licensed Products as an aid to develop or market a competing product or service.

b) Licensee is prohibited from using the Data Products within or in conjunction with in-flight navigation or any vehicle navigation system providing turn-by-turn directions. Additionally, the Licensed Products are not intended for and are not permitted to be used in configuring, supporting, or otherwise servicing on-line control equipment in hazardous environments requiring fail-safe performance such as, but not limited to, nuclear facilities, aircraft communications or traffic control, life support machines or weapons systems in which failure of the Licensed Products could lead directly to death, personal injury, or severe physical or environmental damage.

c) Licensee will not use Data Output outside of the Application (if applicable), or disclose Data Output to third parties except as authorized in the applicable Order(s), including the longitude and latitude or "x,y" coordinates contained therein. Any authorized disclosure of Data Output to third parties must prohibit those third parties from selling, sublicensing or disclosing the Data Output to additional third parties and from using the Data Output for any purpose other than as authorized in the applicable Order(s). Licensee may use Data Output to derive conclusions or recommendations that form part of Licensee's services to its customers, but Licensee may not provide Data Output as part of those services. Licensee may translate Data Products into other data formats so long as use of the Data Products in all formats does not exceed the limits of this Agreement and the applicable Order(s). Unless otherwise set forth in the applicable Order, Licensee is granted a perpetual license to continue to use the Data Output upon expiration or termination of the license to Data Products, which will continue to be governed by this Agreement and the Order.

d) Licensee is responsible for protecting all passwords and/or usernames and disclosing them to only authorized users. Licensee will immediately notify Licensor of any loss, theft, or unauthorized use of any passwords, usernames, or accounts associated with the Licensed Products.

6. Fees; Payment Terms.

a) Licensee will pay to Licensor, or Licensor's authorized agent, the license, maintenance, Data Update, training and any other fees set out in an Order in accordance with the payment schedule set forth therein. All fees identified in an Order or this Agreement and any applicable taxes are due and payable within thirty (30) days from the date of Licensor's invoice. Licensee will pay a late charge of one and a half percent (1.5%) per month or the highest amount permitted by law, whichever is less, on any fees not paid by the due date, and will be liable for any attorney fees or costs incurred by Licensor in the collection of any amounts due. Failure to pay amounts due may result in the termination or suspension of a license granted or service provided under this Agreement until such amounts are paid in full. Unless otherwise identified in an Order, all fees are stated in and will be paid in British Pound Sterling.

b) The fees do not include any amount for taxes. Licensee will pay all applicable sales, use, property, VAT and other taxes related to this Agreement or an Order for the Licensed Products and/or services provided. If any sales, use, or other taxes (except for taxes based on Licensor's net income) are required to be collected in

connection with this Agreement or an Order, they will be itemized on invoices issued in connection with an Order.

7. Indemnification.

a) Licensor will indemnify, defend and hold Licensee, its officers, directors and employees, harmless from all losses, damages, and reasonable costs and expenses to the extent they arise out of a claim by a third party that the Licensed Products, when used in accordance with the Documentation and in compliance with this Agreement and the applicable Order(s), infringe or misappropriate any copyright, trade secret, trademark or patent registered or valid within the country the Licensed Products are authorized to be installed as set out in the applicable Order. Licensor will have control of the defense and will defend at its own expense, any claim or litigation to which this indemnity relates, including the right to settle any such claim. Licensee must notify Licensor promptly of any such claim and provide reasonable cooperation to Licensor, upon Licensor's request and at Licensor's cost, to defend such claim. Licensor will not agree to any settlement which requires acknowledgment of fault or an incurred liability on the part of an indemnified party not otherwise covered by this indemnification without indemnified party's prior consent. Licensee may elect to participate in the defense of any claim with counsel of its choosing at its own expense.

b) If the Licensed Products are subject to a claim of infringement or misappropriation, or if Licensor reasonably believes that the Licensed Products may be subject to such a claim, Licensor reserves the right to: (i) replace the Licensed Products with functionally equivalent Licensed Products; (ii) modify such Licensed Products while retaining substantively equivalent functionality; (iii) procure at no cost to Licensee the right to continue to use such Licensed Products; or (iv) if the foregoing is not commercially reasonable, direct Licensee to terminate use of such Licensed Products. If Licensor directs Licensee to terminate use of such Licensed Products (or a permanent injunction is issued against such use), Licensee will immediately terminate such use and Licensee's remedies, in addition to the indemnification set out herein, will be limited to a pro rata refund of the current maintenance and Data Update fees unused at the time of termination plus license fees previously paid for such Licensed Products that are subject to the infringement or misappropriation claim based on: (i) a term of sixty (60) months following execution of the applicable Order for a perpetual license; or (ii) any pre-paid but unused license fees for the balance of a limited term license.

c) Licensor will have no obligation to indemnify Licensee under this Section 7 if the infringement or misappropriation results from Licensee's: (i) modification of the Licensed Products; (ii) combination, operation or use of the Licensed Products with non-Licensor software/data products if such claim of infringement or misappropriation would have been avoided had such combination, operation or use not occurred; (iii) use of the Licensed Products in breach of this Agreement or an Order to the extent the breach gives rise to the claim; or (iv) use of other than the most current release of the Licensed Products if such claim of infringement or misappropriation could have been avoided by Licensee's use of such current release of the Licensed Products, and Licensor delivered

such superseding version to Licensee at no additional cost and notified Licensee of the need to use such version.

8. Maintenance, Data Updates, Subscriptions; Renewal of Term License.

a) Licensee will obtain maintenance services as further defined below ("**Maintenance Services**") for Software and Data Updates for Data Products for the initial term set forth in the Order and for the fees set forth therein. Following such initial term, so long as licenses to the Licensed Products are currently in effect, Maintenance Services will automatically renew for subsequent twelve (12) month terms until either party provides the other party thirty (30) days written notice of non-renewal. Each renewal of Maintenance Services will be at Licensor's then-current rates. If Licensee has purchased an annual subscription to the Licensed Products, Software subscriptions will include Maintenance Services and Data subscriptions will include Data Updates for the duration of the subscription and will continue for the term set forth in the Order.

b) Maintenance Services are provided in accordance with the Support Guidelines located at <https://www.precisely.com/support> and consist of: (i) reasonable amounts of telephone and online support provided to a limited number of Licensee contacts to assist Licensee with the use of the Software in accordance with the Support Guidelines; (ii) Enhancements provided to other licensees of the Software who have paid for Maintenance Services for the current maintenance term; and (iii) the correction of errors or non-conformities with the Software in accordance with the Support Guidelines. Licensee will also be entitled to receive a reasonable amount of telephone or online support related to the Data Products in accordance with the Support Guidelines. If Licensor is unable to correct a reported error or non-conformity in the Software that is classified in the Support Guidelines as a critical or high severity level problem within thirty (30) days following notice from Licensee or an additional period of time reasonably agreed to by the parties, Licensee may terminate Maintenance Services for such Software and receive, as its remedy, a pro-rata refund of the fees paid for Maintenance Services for the balance of the existing maintenance term.

c) Prior to the expiration of the term to any Licensed Products licensed on a limited term (including subscriptions), Licensee may renew or extend the term license for such Licensed Products upon agreement by Licensor at rates and for the duration set forth in a quote issued by Licensor. Licensee may issue Licensor a purchase order for such renewal as set forth in the quote, provided such purchase order will: (i) incorporate the terms of the Agreement and the applicable Order, as may be amended; and (ii) not introduce any new terms. The parties agree that any pre-printed terms on such purchase order will have no force or effect, and Licensor hereby expressly disclaims acceptance of such additional terms. Term licenses to the Licensed Products must be renewed and current in order to purchase and obtain additional Maintenance Services for the Software and Data Updates for the Data Products.

d) Annual Maintenance Fees are billed no less than sixty (60) days prior to each annual renewal date. If Licensee has not remitted payment by the renewal date, Licensor may discontinue Maintenance Services or Data Updates upon conclusion of the then-current term.

Client may reinstate Maintenance Services or Data Updates by remitting payment of the fees due for the period of non-maintenance plus ten percent (10%).

9. Training; Services.

a) Licensor will provide Licensee with the training set forth in an Order, for the fees set forth therein, prior to the expiration date indicated. Unless otherwise set forth in the Order, training will be provided remotely or at a Licensor training facility. If an Order provides for training at Licensee's location, Licensee will pay for all reasonable travel-related expenses incurred by Licensor in the performance of the training. No refunds will be issued for any trainings Licensee fails to attend or be scheduled and hosted by Licensee at Licensee's site, by the expiration date.

b) Licensor, upon Licensee request, may perform additional consulting and professional services for Licensee ("**Services**"). Any Services performed by Licensor will be set forth in a Statement of Work ("**SOW**") executed by the parties and governed by this Agreement and addendum to this Agreement executed by the parties.

10. Confidentiality. During the term of this Agreement, each party may receive Confidential Information of the other party.

a) "**Confidential Information**" means all confidential and proprietary information of either party ("**Disclosing Party**"), including but not limited to, each party's and its Affiliates: (i) customer and prospect lists, names or addresses, existing agreements with Disclosing Party and business partners; (ii) pricing proposals, financial and other business information, data processes and plans; (iii) research and development information, analytical methods and procedures, hardware design, technology (including the Licensed Products), tests, benchmarking, scripting languages or routines; (iv) financial information or personnel data; (v) information concerning the customers and potential customers of either party; (vi) business practices, know-how, marketing or business plans; (vii) the Agreement and Orders, technical documentation, user manuals, and training materials; and (viii) any other information identified in writing as confidential or information that the receiving party knew or reasonably should have known was confidential, in each case that is disclosed to the other party ("**Receiving Party**") or to which the Receiving Party gains access in connection with performance of the Agreement.

b) The Receiving Party agrees: (i) to hold the Disclosing Party's Confidential Information in strict confidence, apply at least the standard of care used by the Receiving Party in protecting its own Confidential Information, but not less than a reasonable standard of care, and not to disclose such Confidential Information to any third party; and (ii) without the written permission of the Disclosing Party, not to use any Confidential Information of the Disclosing Party except as reasonably required to exercise its rights or perform its obligations under the Agreement. Each party agrees to cause its employees, subcontractors, agents and, if permitted, Affiliates, who require access to such information to abide by such obligations.

c) The foregoing obligations do not apply to information that: (i) is already public or becomes available to the public through no

breach of this Section 10; or (ii) was in the Receiving Party's lawful possession before receipt from the Disclosing Party; or (iii) is lawfully received independently from a third party who is not bound by a confidentiality obligation; or (iv) is independently developed by or on behalf of the Receiving Party without use of any Confidential Information.

d) If a Receiving Party is compelled to disclose the Confidential Information by a governmental agency or a court of law having proper jurisdiction, the Receiving Party will give the Disclosing Party reasonable notice as permitted by law to enable such party to try to protect the confidentiality of the Confidential Information.

e) Upon written request of the Disclosing Party, the Receiving Party agrees to promptly return or destroy all Confidential Information in its possession, and certify its destruction in writing, provided, however, that the Receiving Party may retain one copy of the returned or destroyed items for archival purposes in accordance with its records retention policies and subject to this Section 10.

f) Disclosing Party may be irreparably damaged if the obligations under this Section 10 are not enforced and as such may not have an adequate remedy in the event of a breach by Receiving Party of its obligations hereunder. The parties agree, therefore, that Disclosing Party is entitled to seek, in addition to other available remedies, an injunction restraining any actual, threatened or further breaches of the Receiving Party's obligations under this Section 10 or any other appropriate equitable order or decree.

11. Warranties; Disclaimers.

a) Licensor represents and warrants that it has the right to grant to Licensee the rights granted hereunder.

b) Licensor represents and warrants that during the thirty (30) days following delivery of the Software, or such other period set forth in the Order (the "**Warranty Period**"), the Software will perform all material functions set out in the Software's Documentation and otherwise operate in substantial accordance with such Documentation. If, during the Warranty Period the Software fails to comply with this warranty, Licensee must notify Licensor in writing of any alleged errors or non-conformities, in which event Licensor will have thirty (30) days from receipt of such notice or an additional period of time as reasonably agreed to by the parties to correct such errors or non-conformities in accordance with the Support Guidelines. If Licensor is unable to timely correct such errors or non-conformities, Licensee may elect to terminate the license to the non-conforming Software and will receive, as its remedy, a refund of all fees previously paid for such Software.

c) Licensor does not warrant that the Licensed Products will operate error-free or that Licensor will correct all product errors (including, for Software those designated as medium or low severity level issues). Except as expressly stated in this Agreement and for all Trial Licenses, the Licensed Products are provided "as is" and Licensor, on behalf of itself and its third party suppliers disclaim all other warranties and conditions, express or implied, with respect to the Licensed Products and services furnished under this Agreement, including but not limited to, any warranty of satisfactory quality,

merchantability, fitness for a particular purpose, accuracy, reliability, course of dealing, course of performance or usage in trade.

d) The Licensed products may contain a disabling device or device requiring enablement: (i) to comply with the requirements of regulatory authorities; or (ii) to prevent use of the Licensed Products beyond the term of a license or otherwise in excess of the license metrics applicable to the Licensed Products set forth in an Order.

e) The Licensed Products may contain OSS. OSS contained in the Licensed Products and the corresponding end user license agreements associated with such OSS (the "**OSS Licenses**") are set forth in the applicable Documentation or in the Notice text within the Licensed Product. Licensee's use of OSS is governed exclusively by the OSS Licenses. Additionally, the OSS Licenses will not apply, in whole or in any part, to the Licensed Products. While an OSS License may permit Licensee to receive OSS source code, in no event will Licensee have any right to, access to or obtain the source code for the Licensed Products. OSS is provided by Licensor "AS IS" and any warranties provided by Licensor in this Agreement are expressly disclaimed. Notwithstanding anything to the contrary elsewhere in the Agreement, in no event will Licensor be liable for any direct, punitive, special, consequential, incidental or indirect damages, or loss of profits or revenue related to OSS, even if Licensor has been advised of the possibility of such loss or damage.

12. Limitation of Liability.

a) Except as set out in 12 (d) below, each party's total liability, in tort (including negligence), contract or otherwise relating to this Agreement and any Order, SOW or addendum hereto, will be limited to 110% of the amount of license fees payable by Licensee to Licensor under such Order or SOW.

b) Except as set out in 12 (d) below, under no circumstances will either party be liable for any: (i) loss or damage to profits, sales, business, goodwill or anticipated savings; or (ii) business interruption or lost data; or (iii) punitive, special, consequential, incidental or indirect damages; even if such party has been advised of the possibility of such loss or damage.

c) The maximum liability set forth in Section 12(a) does not apply to: (i) Licensee's breach of Section 4 (Use of Licensed Products), in which case Licensee's liability will be limited to the then current list price of the products or services in the amounts that form the basis of the breach; (ii) Licensee's obligations to pay amounts due under an Order or SOW; or (iii) either party's breach of section 18 (Compliance With Laws).

d) Nothing in this Agreement will exclude, limit or restrict either party's liability for: (i) death or personal injury resulting from the negligence of a party; (ii) fraud or fraudulent misrepresentation; (iii) Licensor's infringement indemnification obligations set forth in Section 7 (Indemnification); (iv) Licensee's breach of Section 5 (General Use restrictions); or (v) any other cause of action which cannot be limited or excluded under applicable law.

13. Term; Termination.

a) This Agreement will commence as of the date set forth above and will continue in effect until terminated as set forth in this Agreement or as agreed to in writing signed by both parties. Each Order will be effective as of the date set forth in such Order and will remain in effect until its expiration. Any Order entered into before the termination of this Agreement will remain in full force and effect for its entire term and this Agreement will remain in full force and effect for purposes of such Order until the expiration of such Order, or in the case of perpetual licenses granted under an Order, for the duration of the license. Termination or expiration of one Order for any reason will not terminate any other Order currently in effect.

b) Either party may terminate this Agreement or any Order by written notice to the other party if the other party materially breaches this Agreement or the applicable Order and fails to cure within thirty (30) days after receipt of such notice, or an additional period of time as agreed to by the parties.

c) Upon: (i) expiration of a term license (including a subscription) or Trial License to any of the Licensed Products, unless such term license is renewed; (ii) termination or expiration of the license to any of the Licensed Products for any reason; or (iii) termination of an Order, Licensee and all third party contractors will immediately cease use of the applicable Licensed Products and delete and/or remove all copies of such products from its Computers, virtual environments, servers, terminals and other computer systems and promptly destroy all copies of the Licensed Products, Documentation and any other Licensor confidential and proprietary information in Licensee's possession. If requested, Licensee will certify compliance with the foregoing in writing.

d) Sections 6 (Fees, Payment Terms), 7 (Indemnification), 10 (Confidentiality), 11 (Warranties, Disclaimers), 12 (Limitation of Liability), 13 (Term, Termination), 18 (Compliance with Laws), 19 (Governing Law), 20 (Verification) and other sections that by their nature are intended to survive will survive termination of this Agreement or an Order indefinitely or to the extent set out therein.

14. Force Majeure. Except for Client's payment obligations, neither party will be liable for and each is excused from any failure to perform hereunder or delay in such, to the extent that such failure or delay is due to causes beyond its reasonable control, including, but not limited to, acts of God, government actions, fire, labor difficulties, civil disturbances, transportation interruptions, interruptions of power or communications, failure of their respective contractors or other natural or supervening disasters. The occurrence of a Force Majeure event will not operate to terminate this Agreement, but if the non-performance of either party continues in excess of thirty (30) days as a result, the party hereto not affected thereby may, at its option, terminate this Agreement upon the giving of thirty (30) days notice in writing to the other party.

15. Assignment. Licensee is not permitted to transfer or assign (by operation of law or otherwise) an Order or this Agreement without the prior written consent of Licensor, including the event of a change of control of Licensee. Any transfer or assignment without Licensor's written consent is void.

16. Publicity. Licensor is permitted to list Licensee's name and logo in in accordance with Licensee's trademark guidelines and the Licensed Products licensed by Licensee, in public statements and client lists. Specific details related to Licensee's use of the Licensed Products, and other marketing material such as press releases, case studies and other collateral using quotes or requiring active participation of Licensee to create will be subject to Licensee's consent.

17. General.

a) No waiver of any breach of any provision of this Agreement or an Order by either party or the failure of either party to insist on the exact performance of any provision of this Agreement or an Order will constitute a waiver of any prior, concurrent or subsequent breach of performance of the same or any other provisions hereof, and no waiver will be effective unless made in writing.

b) Any notice alleging a breach of this Agreement must be in writing and be sent by overnight courier or delivered in person to the party's address set forth in the Order. Any other notice required to be provided by Licensor under this Agreement may be sent by postal mail service or e-mail to the individual designated by Licensee. Any notice delivered to Licensor hereunder must be sent to the attention of General Counsel.

c) If any provision of this Agreement or an Order is held to be invalid or unenforceable, the remaining provisions of the Agreement or Order will remain in full force and effect.

d) If physical delivery of the Licensed Products is required, delivery of the Licensed Products will be Carriage Paid To (CPT). Licensor may, to the extent available, deliver the Licensed Products or key codes electronically via the Internet or permit Licensee to download the Licensed Products or key codes from Licensor's website.

e) Each party will act as an independent contractor and employees of each party will not be considered to be employees of the other party. No agency, partnership, joint venture or other joint relationship is created by this Agreement. Neither party may make any commitments binding on the other, nor may either party make any representation that they are acting for, or on behalf of, the other.

f) Third Party Rights. Except as provided in this Agreement that a third party may enforce or rely upon a term of this Agreement, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement. Nothing in this Agreement will affect any right or remedy of a third party that exists or is available other than as a result of the aforementioned Act.

18. Compliance with Laws. Each party will, at all times, exercise its rights and perform its obligations under this Agreement in compliance with all applicable laws, rules, and regulations ("**Applicable Laws**"), including all Applicable Laws related to the use, disclosure, processing and transmission of personal information, and export control laws. Licensee represents and warrants that (i) Licensee is not a citizen of, or located within, a country or territory that is subject to a U.S. Government embargo or designated by the U.S.

Government as a state sponsor of terrorism, including without limitation, Cuba, Iran, North Korea, Sudan, Syria, and the Crimea Region of the Ukraine, ("**Embargoed Countries**"); and (ii) Licensee is not identified on any prohibited party list maintained by the U.S. Government, including the Specially Designated Nationals and Blocked Persons List, Foreign Sanctions Evaders List, and Sectoral Sanctions Identification List maintained by the Office of Foreign Assets Control of the U.S. Treasury Department, and the Denied Persons List, Entity List, and Unverified List maintained by the Bureau of Industry and Security of the U.S. Commerce Department (collectively, the "**Prohibited Party Lists**"). In addition, Licensee agrees not to export, re-export, or provide the Licensed Products to: (i) an Embargoed Country; (ii) any individual on the Prohibited Party Lists; or (iv) any person or entity where such export, re-export or provision violates any U.S. Export control or regulation.

19. Governing Law. This Agreement will be governed by the laws of England. The United Nations Convention on contracts for the international sale of goods will not apply to this Agreement. The parties hereby consent to the exclusive jurisdiction of the English courts.

20. Verification.

a) At any time during the term of this Agreement and for up to one (1) year after expiration or termination, upon ten (10) days written notice, Licensor may verify Licensee's compliance with the Agreement and applicable Order at all locations and for all environments in which Licensee uses the Licensed Products, including a review of records, reports, and scripts. Such verification will take place no more than one (1) time per twelve (12) month period during normal business hours in a manner which minimizes disruption to Licensee's work environment. Licensor may use an independent third party under obligations of confidentiality to provide assistance. Licensor will notify Licensee in writing if any such verification indicates that Licensee has used the Licensed Products in excess of the use authorized by the Agreement or Order. Licensee agrees to promptly enter into an Order and pay the license, Maintenance Service and/or Data Update fees related to any excess use, subject to Section 12(a), (Limitation of Liability).

b) The Licensed Products may contain a self-audit and phone home capability that will periodically connect to the Internet and transmit back to Licensor information related to usage of the Licensed Products for validation purposes. The information collected may include the Use Code license key and the Applications and number of users/objects being audited with the Licensed Products

(the "Phone Home Data"). To the extent any personal information is collected in this process, it will be used solely in accordance with the Privacy Policy located at <https://www.precisely.com/legal/privacy-policy>.

21. Data Protection.

a) Both parties will comply with all applicable requirements of the Data Protection Legislation. "Data Protection Legislation" means: (i) the Data Protection Act 2018; (ii) the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any national implementing laws, regulations and secondary legislation, for so long as the GDPR is effective in the UK; and (iii) any successor legislation to the Data Protection Act 2018 and its implementing regulations.

b) Licensor and Licensee agree that Licensee is the Data Controller of all personal data subject to the Data Protection Legislation, and that Licensor will not be processing any personal data on behalf of the Licensee as data controller. Data Controller, personal data and data processing have the definitions set forth in the applicable Data Protection Legislation.

c) Licensor will collect, use, disclose, transfer, and store personal information solely as needed to administer this Agreement and for operational and business purposes, as further described in Licensor's Privacy Statement which is found here: <https://www.precisely.com/legal/privacy-policy>.

d) Should Licensor and Licensee agree that it is necessary for Licensor to process personal data subject to Data Protection Legislation under this Agreement, the parties will enter into a separate data processing agreement that sets forth the required standard contractual clauses to permit Licensor to perform data processing services.

22. Entire Agreement. This Agreement and each Order and all appendices, exhibits, schedules and attachments hereto constitute the sole and complete agreement between the parties with regard to its subject matter, may not be modified or amended except by a writing signed by both parties, and supersedes all proposals, understandings, representations, prior agreements or communications relating to the Licensed Products and the subject matter of this Agreement. This Agreement also supersedes any pre-printed terms contained on any purchase order or similar document issued by Licensee and any such terms will have no force or effect. The language of this Agreement, or an Order thereto, will not be interpreted in favor of or against any party as the drafter of this Agreement or Order.

**SCHEDULE A
LICENSE METRICS**

- a) **“Application”** means the program or group of programs provided by Licensee for use by authorized user(s) as further identified in an Order;
- b) **“Computer”** means the server or computer identified in an Order on which Licensed Products are authorized to be installed and used. If no specific computer is identified in the Order, then Computer will be any single physical server;
- c) **“Installation Site”** means the location identified in an Order where the Licensed Products are authorized to be installed;
- d) **“Licensed Platform”** means the platform set forth in the Order (if applicable) on which the Licensed Products are to be installed;
- e) **“MIPS”** means the processing speed of a computer expressed in millions of instructions per second;
- f) **“MSU”** means the measurement of the amount of processing work a mainframe computer can perform in one hour expressed in million service units;
- g) **“Node”** means each physical or virtual machine in a cluster-based environment that either stores and/or processes data, in frameworks including, but not limited to, Apache Hadoop,® Apache Spark,™ or similar framework, where edge Nodes, management Nodes and nodes with similar functions will be counted as a Node for purposes of an Order;
- h) **“Processor Cores” or “CPU Cores”** means the number of cores on each processor or CPU in the Computer or virtual environment;
- i) **“Remote Access”** means access to and use of the Licensed Products, including, without limitation, the submission and/or receipt of data, documents or processing instructions, directly or indirectly via a server, Internet, independent software application or otherwise, to the Computer or virtual environment, from locations other than the Installation Site;
- j) **“Service Provider”** means a Licensee that uses the Licensed Products to perform services, including, to: (i) verify address information and/or provide postal-related services; (ii) provide analytics; (iii) develop, design, archive, process and/or print business documents; (iv) merge or convert print stream data; (v) append geographic coordinates or demographics to address records or other data; and/or (vi) perform other data processing services; for entities other than Licensee, such as an Affiliate;
- k) **“Territory”** means the geographic area (if any) identified in an Order for which the Licensed Product has been authorized for use;
- l) **“Transaction”** means a record or user query that is submitted to the Licensed Products; and
- m) **“User”** means an individual authorized by Licensee to use the Licensed Products in accordance with an Order regardless of whether the individual is actively using the Licensed Products at any given time. Licensed Products licensed for desktop use by a specific number of Users may be installed on the number of devices equal to the specific number of User licenses purchased, or may be installed on multiple devices so long as the number of individual Users do not exceed the number of licenses purchased.