END-USER LICENSE AGREEMENT ("EULA")
FOR AUTOMATE STUDIO™ (FORMERLY WINSHUTTLE STUDIO™)
WITH CONNECT
(Version 1.4-14June2024)

IMPORTANT: DO NOT INSTALL OR USE THIS PRODUCT UNTIL YOU HAVE READ AND AGREED TO THIS EULA. THIS EULA AND THE OTHER ITEMS INCORPORATED BY REFERENCE HEREIN AND THEREIN (COLLECTIVELY, THIS "AGREEMENT") IS MADE BY AND BETWEEN PRECISELY SOFTWARE INCORPORATED OR ITS AFFILIATE OPERATING IN YOUR GEOGRAPHY ("PRECISELY") AND THE INDIVIDUAL OR LEGAL ENTITY DOWLOADING, COPYING, INSTALLING, ORDERING, RECEIVING OR USING PRECISELY OR PRECISELY-SUPPLIED SOFTWARE, OR THAT ACCEPTS THE QUOTE OR CLICKS THE "ACCEPT" BUTTON AS PART OF THE PROCUREMENT, COPY, INSTALLATION, UPGRADE, OR UPDATE PROCESS ("LICENSEE"). PRECISELY IS WILLING TO LICENSE THE PRECISELY AUTOMATE STUDIO SOFTWARE ("SOFTWARE"), IN ALL TITLES (CONNECT, MANAGER, AND OTHER SUBTITLES) TO LICENSEE ONLY UPON THE CONDITION THAT THE LICENSEE ACCEPTS ALL THE TERMS CONTAINED IN THIS AGREEMENT; THESE TERMS ARE NOT SUBJECT TO NEGOTIATION. BY DOWNLOADING, COPYING, INSTALLING, ORDERING, RECEIVING, OR OTHERWISE USING THE SOFTWARE, OR BY ACCEPTING A QUOTE OR CLICKING THE "ACCEPT" BUTTON AS PART OF THE PROCUREMENT, COPY, INSTALLATION, UPGRADE OR UPDATE PROCESS, LICENSEE ACCEPTS AND AGREES TO BE BOUND BY THIS AGREEMENT. LICENSEE REPRESENTS THAT IT HAS READ AND UNDERSTANDS ALL OF THE PROVISIONS OF THIS AGREEMENT. IF YOU ARE USING ANY LICENSED SOFTWARE AS AN EMPLOYEE, CONTRACTOR, OR AGENT OF A CORPORATION, PARTNERSHIP, OR OTHER ENTITY, THEN YOU MUST BE AUTHORIZED TO BIND SUCH ENTITY IN ORDER TO ACCEPT THE TERMS OF THIS AGREEMENT, AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO DO SO. THE RIGHTS GRANTED UNDER THIS AGREEMENT ARE EXPRESSLY CONDITIONED UPON ACCEPTANCE BY SUCH AUTHORIZED PERSONNEL.

1.   Definitions and Interpretation

1.1.   Definitions. In this Agreement, unless the context otherwise requires:

"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.

"Customer" means any customer, client, third party, partner or end user of Licensee for whom or to whom the Licensee is providing services using Precisely software.

"Delivery Date" means the date on which Precisely delivers the Software or Services to Licensee.

"Documentation" means those published user manuals and other technical specifications and documents supplied to Licensee by Precisely relating to the Software. Documentation also includes this EULA and applicable Order Forms.

"Effective Date" means the date on which Licensee procures the Software via an Order Form.

"Fees" means the Software License Fees, including any renewals of a Term License, as well as any additional charges that may be specified within the applicable Order Form.

"Functionality" means all of the functionality of the Software, which enables Licensee to perform in accordance with the license rights granted herein, as applicable to the Software as may be further described in the Documentation.

"Intellectual Property Rights" means all (i) copyrights (including, without limitation, the exclusive right to reproduce, distribute copies of, display and perform the copyrighted work and to prepare derivative works), copyright registrations and applications, trademark rights (including, without limitation, registrations and applications), patent rights, trade names, mask-work rights, trade secrets, moral rights, author's rights, algorithms, data, rights in packaging, goodwill and other intellectual property rights, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of any other domestic or foreign jurisdiction; (ii) intangible legal rights or interests evidenced by or embodied in any idea, design, concept, technique, invention, discovery, enhancement or improvement, regardless of patentability, but including patents, patent applications, trade secrets and know-how; and (iii) all derivatives of any of the foregoing, relating to the Software (including source code), Specifications, Documentation and any other proprietary information belonging to Precisely.

"License Term" means the period of time during which Licensee is authorized to use the Software under this Agreement, including any Renewal Terms. The License Term may be for a discrete period of time (a "Term License") or for an indefinite period (a "Perpetual License"). For a Term License, the License may be renewed for subsequent periods (each a "Renewal Term") as either specified in the Order Form or according to the terms of this EULA if the Order Form does not specify any Renewal Term.

"Maintenance Services" means (a) the ability to ask technical questions relating to the function of the Software, to report errors, and to make requests via email and telephone and (b) upgrades, updates, new releases and enhancements which Precisely makes generally available to its maintenance customers.

"Order Form" means a quotation, order form or other means by which Licensee procures Software from Precisely (including an online order), which may specify, among other things, the number or amount of Software Licenses the applicable fees, the applicable License Term and other items, each such Order Form to be incorporated into and become a part of this Agreement.
"Site" means the address for the delivery of the Software.

"Software" or "Licensed Software" means the computer software, in object code form only, licensed by Precisely to Licensee.

"Software License" means the license(s) granted by Precisely to Licensee to use the Software in accordance with the Documentation and subject to the terms and conditions of this Agreement.

"Software License Fees" means the fees paid by Licensee under this Agreement for the Software License.

"Specifications" means the functional specifications of the Software as set forth in the Documentation.

"Territory" means the countries or regions set forth in an Order Form.

1.2.   Other Definitions. Additional definitions appear throughout this Agreement.

1.3.   Construction. Words importing the singular include the plural, words importing any gender include every gender and words importing persons include entities, corporate and otherwise; and (in each case) vice versa.

1.4.   Headings. The section headings are for ease of reference only and shall not affect the interpretation or construction of this Agreement.

1.5.   Inclusion. Whenever the terms "including" or "include" are used in this Agreement in connection with a single item or a list of items within a particular classification (whether or not the term is followed by the phrase "but not limited to" or words of similar effect) that reference shall be interpreted to be illustrative only, and shall not be interpreted as a limitation on, or an exclusive enumeration of the items within that classification.

2.   Software

2.1.   License. Subject to the terms and conditions of this Agreement, Precisely hereby grants to Licensee, for the License Term, a non-exclusive, non-transferable, license to the Software, in object code only, in the Territory, for Licensee's internal business purposes only, to use, maintain, modify (provided that, with respect to any such maintenance and modification, as permitted by the Software) on one machine (at any one or more locations) for each Software License acquired. For purposes of this License grant, Software must be installed on a Licensee computer and may not be installed by a Customer or vendor of Licensee or be out of Licensee's control at a Customer's site. In addition, Licensee's use of the Software is subject to additional applicable license restrictions (see: www.precisely.com/Automate-License-Restrictions) and associated additional license definitions (see: www.precisely.com/Automate-License-Definitions).

2.2.   Copying Rights. Subject to the terms and conditions of this Agreement, Precisely hereby grants to Licensee a non-exclusive, non-transferable license to make copies of the Software and Documentation in the Territory for the purposes set forth in Section 2.1, provided that (a) Licensee shall copy or reproduce all proprietary markings, trademark and copyright notices onto all copies of the Software and Documentation, and (b) the number of copies does not exceed the number of Software Licenses acquired.

2.3.   Proprietary Rights. Licensee acknowledges that any and all Intellectual Property Rights embodied in, relating to or used in connection with the Software (including source code), Specifications and Documentation, including without limitation any and all text, applets, sub-routines, modules, codes, data, interfaces, are and shall remain Precisely's sole and exclusive property or the property of Precisely's licensors. All rights not expressly granted under this Agreement are expressly reserved by Precisely. Copyright notices and other proprietary rights notices in the Software or Documentation shall not be deleted or modified. This Agreement does not transfer any ownership rights.

2.4.   Third-Party Access. Licensee shall not permit any third party to access or otherwise interact with the Software or Documentation without Precisely's prior written consent.

2.5.   Restrictions. Except as expressly provided to the contrary in this Agreement, Licensee may not itself, nor in anyway assist or permit any third party to:

a)   copy, modify, reverse engineer, decompile or disassemble the Software or create the source code;

b)   sell, sublicense, distribute, rent, lease or lend the Software, act as a service bureau, or engage in any other form of commercial exploitation of the Software (other than in accordance with the license rights set forth in Section 2.1 of this Agreement) or use the Software and/or the Functionality outside of the scope of the Software License granted hereunder;

c)   remove any proprietary notice of Precisely or any third party so identified on the Software and Documentation, or any copy thereof; or

d)   give access to the Software in any form to any third party other than as set forth herein, or transfer the Software in any form to any third party, other than to the extent such access is approved by Precisely and strictly required by Licensee.

3.   Licensee's Obligations

3.1.   General Requirement. Licensee agrees to pay Precisely when due the applicable amounts in accordance with the Order Form and/or Documentation. Licensee agrees to be responsible for the payment of all Fees for the entire Term, regardless of whether such Software are actively used. Except as otherwise set forth in this Agreement, all payment obligations are non-cancelable and all amounts paid are non-refundable.

3.2.   Fees and Expenses. All Fees and expenses shall be in the currency set forth in the Order Form(s), and are due and payable by Licensee in accordance with the Order Form(s); if the Order Form does not contain payment terms, or if payment is not required in advance, Fees will be due within thirty (30) days of the invoice date. Undisputed overdue payments shall bear interest at a rate of one and one-half percent (1 1/2%) per month or the maximum rate allowed by applicable law, whichever is less. Licensee agrees to indemnify Precisely for all costs of collection, including reasonable attorney's fees, relating to late payment or non-payment of Fees and expenses. Precisely reserves the right to suspend the license rights granted herein in the event payment for any Fees is more than ten (10) days overdue. Licensee is responsible for all taxes relating to the Software (including VAT), excluding taxes relating to Precisely's net income or employees. Precisely may withhold the provision of the Software, license keys, and/or Maintenance Services (as defined below) in the event of any unpaid amounts.

3.3.   Hardware and Third-Party Software. Licensee shall be responsible for providing and installing all required hardware and third-party software in versions specified by Precisely in order to exercise the rights granted hereunder.

3.4.   Data Conversion. Precisely assumes no responsibility under this Agreement for converting any of Licensee's or Customer's data files for use with the Software.

4.   Warranty

4.1.   Limited Warranty. Precisely warrants that, for a period of ninety (90) days after the Delivery Date of the Software (the "Warranty Period"): (a) the media on which the Software is furnished will be free of defects in materials and workmanship and (b) the Software will operate substantially in accordance with the Specifications when installed and used in accordance with the Documentation. For any breach of this warranty reported to Precisely within the Warranty Period, Precisely will, at its sole option, either promptly repair or replace any defective media or Software which fails to comply with such warranty or refund the amounts paid for such Software. The above is Licensee's sole and exclusive remedy and Precisely's sole and exclusive obligation and liability for breach of the warranty contained in this Section 4.1.

4.2.   Exclusions. The above warranty shall not apply if the nonconformity relates to (a) any hardware or other equipment or programs used in conjunction with the Software or to any other reason external to the Software, (b) the acts or omissions of any third party, or (c) any unsupported version or release of the Software.

4.3.   Disclaimer. EXCEPT AS SET FORTH IN THIS AGREEMENT, PRECISELY EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AS TO ANY ASPECTS OF THE SOFTWARE OR TO ANY MAINTENANCE SERVICES RENDERED, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PRECISELY DOES NOT WARRANT THAT THE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. ANY WARRANTIES GRANTED HEREIN ARE PROVIDED SOLELY TO LICENSEE, AND PRECISELY MAKES NO WARRANTY OF ANY KIND TO LICENSEE'S CUSTOMERS OR ANY OTHER THIRD PARTIES.

5.   Limitation of Liability

EXCEPT IN CONNECTION WITH (i) EACH PARTY'S INDEMNIFICATION OBLIGATIONS IN SECTION 6 OR (ii) LICENSEE'S VIOLATION OF THE PROVISIONS OF SECTIONS 2.1 OR 2.5, NEITHER PARTY'S LIABILITY FOR DAMAGES UNDER THIS AGREEMENT SHALL EXCEED THE FEES PAID OR PAYABLE BY LICENSEE TO PRECISELY FOR THE SOFTWARE AS TO WHICH THE CLAIM AROSE. EXCEPT IN CONNECTION WITH LICENSEE'S VIOLATION OF THE PROVISIONS OF SECTIONS 2.1 OR 2.5, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST DATA OR LOST PROFITS, HOWEVER ARISING, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE TO THE ALLOCATION OF LIABILITY RISK, WHICH IS SET FORTH IN THIS SECTION.

6.   Indemnity

6.1.   Indemnification. Precisely will (a) defend Licensee against any third party claim or action that alleges that the distribution of the Licensed Software by Licensee or the use thereof by Licensee in accordance with the Documentation infringes a United States patent, copyright, or trade secret right of such third party (a "Claim"), and (b) indemnify Licensee by paying (i) the resulting damages and costs finally awarded by a court of competent jurisdiction (see Section 18) to the extent that such are the result of the third party claim or (ii) amounts due by Licensee pursuant to a settlement agreement entered into by Precisely. Precisely's obligations in this Section are contingent upon Licensee: (a) sending prompt written notice of the claim to Precisely and taking reasonable steps to mitigate damages, (b) granting

Precisely the sole right to control the defense and resolution of the claim, (c) cooperating with Precisely in the defense and resolution of the claim and in mitigating any damages.

6.2.   Settlement Approval. Precisely will not be responsible for any settlement it has not approved in writing. Precisely 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.

6.3.   Remedy. In the event that the Software is held to infringe or Licensee's use is enjoined, Precisely shall have, at its option and expense, the right to do any of the following:

a)   procure for Licensee the right to continue to use the Software;

b)   replace the Software with other, substantially similar software, reasonably suitable to Licensee;

c)   modify the Software to make it non-infringing; or

d)   if none of the foregoing remedies is commercially feasible, terminate the Software License for the infringing Software and, upon its return, refund the portion of the Software License Fees actually paid by Licensee for such Software prorated over a three (3) year term from the Effective Date.

6.4.   Exclusions. In no event will Precisely have any obligations under this Section 6 or any liability for any Claim if the Claim is caused by or results from the following:

a)   the combination or use of the Software with software, products or data not provided by Precisely;

b)   the modification or alteration of the Software other than by Precisely;

c)   the continued allegedly infringing activity after being provided modifications or an updated version of the Software that would have avoided the alleged infringement; or

d)   the use of the Software in a manner not strictly in accordance with this Agreement and the Documentation. Licensee shall indemnify, defend and hold harmless Precisely in accordance with this Section 6 in connection with any claims brought against Precisely arising from this Section 6.4.

6.5.   Sole Remedy. THE ABOVE STATES LICENSEE'S SOLE AND EXCLUSIVE REMEDY AND PRECISELY'S SOLE AND EXCLUSIVE OBLIGATION WITH RESPECT TO THE INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

7.   License Term and Termination

7.1.   License Term. The License Term shall be as set forth in the applicable Order Form. If the Order Form does not set forth an initial Term, then the License Term shall be considered a Term License that begins with the Order Form's Effective Date and runs for twelve (12) month period. For Term Licenses, the License Term will renew according to the terms of the Order Form; if the Order Form does not specify a renewal period, the License Term

will be extended for an additional 12-month period unless either party terminates the License by notifying the other party in writing at least forty-five (45) days prior to the expiration date of the current License Term.

7.2.   Lapsing of a Term License.   If Licensee does not pay the Fees due for a renewal of a Term License when due, Precisely may at its sole option, withhold the license key for such renewal period until payment is made by Licensee OR terminate the Software License with five (5) days prior notice to Licensee.   Following such termination, Licensee may reinstate a Term License upon its payment in full to Precisely of the then-current applicable Term License Fees for the period during which the License Term had lapsed. Reinstatement of a lapsed Software License shall commence on the next anniversary of the Effective Date, or shall be prorated to that date.

7.3.   Lapsing of Maintenance.   Licensee may cancel Maintenance Services on Perpetual License by written notice to Precisely.   If Licensee cancels Maintenance Services, Licensee may later reinstate Maintenance Services upon its payment in full to Precisely of the then-current applicable Fees for Maintenance Services for the entire period during which the License Term had lapsed as well as the current year. For example, if Licensee cancels Maintenance Services for 3 years and later wishes to reinstate Maintenance Services, Licensee must pay for the 3 years Maintenance Services were lapsed as well as the current year's Maintenance Services (4 years total) at then current Fees.

7.4.   Material Breach.   Either party may terminate this Agreement immediately upon written notice to the other party in the event that such other party commits any material breach of any term of this Agreement and fails to cure such breach within thirty (30) days after the receipt of written notice specifying the breach.   Termination pursuant to this Section 7.3 shall not relieve Licensee of its obligation to pay any unpaid Fees, which accrued prior to the effective date of termination.

7.5.   Termination by Precisely.   Precisely may immediately terminate this Agreement upon written notice in the event that Licensee fails to pay any Fees specified in this Agreement in accordance with the terms hereof, and fails to remedy such failure within ten (10) days following the date that such Fees are due and payable.

7.6.   Effects of Termination.   In the event that this Agreement or a Software License is terminated for any reason, Licensee shall: (a) immediately cease any and all use of such Software and Documentation, (b) return to Precisely all physical copies or parts thereof, (c) destroy the magnetic media on which they have been stored, (d) cause the Software to be erased from all hardware and (e) certify in writing to Precisely that all of the foregoing has been completed.

7.7.   Survival.   Sections that by their nature survive expiration or termination shall survive any expiration or termination of this Agreement.

8.   Confidentiality

8.1.   Definition. "Confidential Information" means any and all information, documents, data and know-how, which either party may disclose to the other party pursuant to or in connection with this Agreement relating to its business, customers, prices and requirements.   For the avoidance of doubt,

the Specifications, Documentation and Software (including source code), as well as the terms and conditions of this Agreement shall be deemed the Confidential Information of Precisely.

8.2.   Obligations. The party in receipt of the Confidential Information (the "Receiving Party") of the other party (the "Disclosing Party") agrees that it shall use such Confidential Information solely for the purposes of this Agreement and that it shall not, at any time during or after the term of this Agreement disclose such Confidential Information, directly or indirectly, to any third party (other than employees and Permitted Subcontractors and, in either such case, only on a "need to know" basis), or otherwise use such Confidential Information, without the Disclosing Party's prior written consent.

8.3.   Exclusions. "Confidential Information" does not include that which: (i) is legally in the Receiving Party's possession at the time of disclosure without the obligation of confidentiality; (ii) is or becomes part of the public knowledge or literature, not as a result of any action or inaction of the Receiving Party; (iii) is approved for release by written authorization of the Disclosing Party or (iv) is independently developed by the Receiving Party without access or reference to the Confidential Information. In the event the Receiving Party is required to disclose Confidential Information pursuant to a judicial or governmental order, or valid subpoena, such party will promptly notify the Disclosing Party to allow intervention in response to such order.

8.4.   Survival. For avoidance of doubt, this Section 8 shall survive the expiration or termination of this Agreement. The duty to protect Confidential Information shall continue for a period of five (5) years.

8.5.   Existence of Agreement. Notwithstanding the foregoing, Precisely reserves the right to disclose to any third party the existence of this Agreement.

9.   Maintenance Services

a)   For paid Term Licenses, Precisely will provide Licensee with Maintenance Services for the term of the Term License. For paid Perpetual Licenses, Precisely will provide Maintenance Services for the periods such Maintenance Services are purchased by Licensee. Maintenance Services do not include the provision of services with respect to any error, question or request (i) relating to any version or release of the Software other than a supported release, (ii) in or attributable to any hardware or other equipment and programs used in conjunction with the Software or to any other reason external to the Software, (iii) resulting from the failure of any hardware, or (iv) resulting from the acts or omissions of any third party.

10.   Notices

Any notice under or in connection with this Agreement shall be in writing and shall be sent by overnight mail, courier, certified mail (return receipt requested) or facsimile (followed by confirmation copy by mail) to the addresses set forth on the Software License Agreement or to such other address which the recipient may have previously notified the other party in writing. Notice shall be deemed received upon personal delivery when sent by overnight mail, courier, and certified mail, or upon receipt of confirmation copy when a facsimile is sent.

11.   Export Compliance

Licensee will comply with all applicable laws and regulations in its use of the Software. Licensee may not export, re-export or otherwise transfer the Software to any territory outside of the Territory except in full compliance with the provisions of applicable laws and regulations.

12.   Publicity

Neither party shall issue any press releases regarding this Agreement or the relationship of the parties without the written consent of the other party. Upon Licensee's consent, Precisely may include Licensee's name in marketing materials, use Licensee as a reference, or include forms of Licensee testimonials or case studies in Precisely's promotional materials, provided that no such disclosure shall result in the breach by Precisely of its obligations under Section 8.

13.   Waiver

No failure, on the part of either party to exercise any right under this Agreement shall operate as a waiver of such right.

14.   Invalidity of Any Provision

If any of the provisions of this Agreement becomes or is held to be invalid, illegal or unenforceable in any respect under applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

16.   Force Majeure

16.1.   Excusable Delay. Other than payment obligations, neither party shall be liable for any delay or failure to perform its obligations if such failure or delay is due to acts or circumstances beyond such party's control, including without limitation, war or terrorism, national or local states of emergency, power outages and natural disasters (each a "Force Majeure").

16.2.   Notification. Each party shall notify the other, as soon as practicable of any anticipated delay or failure due to Force Majeure. The performance of such party's obligations (as well as affected or dependent obligations of the other party) under this Agreement shall be suspended for the period of the delay.

16.   Assignment

Except pursuant to a merger, acquisition or business combination, neither party may assign or transfer this Agreement, by operation of law or otherwise without the prior written consent of the other, such consent not to be unreasonably withheld. Notwithstanding the foregoing, Licensee may not assign this Agreement, under any circumstances, to a competitor of Precisely. This Agreement will be binding upon the successors and permitted assigns of both parties.

17.   Entire Agreement

This Agreement supersedes all prior agreements, arrangements and understandings between the parties and, except for the Order Form or other documents referenced in this Agreement, constitutes the entire agreement between the parties relating to the subject matter hereof. No addition to or modification of any provision of this Agreement shall be binding upon the parties unless made by a written instrument signed by a duly authorized representative of each of the parties. For the avoidance of doubt neither (a) any correspondence (electronic or otherwise) that does not expressly reference this Agreement and the intent of such correspondence to amend this Agreement and otherwise comply with this Section 19; nor (b) any course of conduct, shall operate to amend this Agreement.

18.   Governing Law and Jurisdiction

This Agreement shall be governed by and construed under the laws of the Governing Law jurisdiction in the table below without regard to conflict of laws provisions thereof and without regard to the United Nations Convention on Contract for the International Sales of Goods. Licensee hereby irrevocably consents to the exclusive jurisdiction of, and confers such jurisdiction upon, the courts in the Jurisdiction shown in the table below in connection with any action, suit, or other proceeding arising out of, or relating to this Agreement, and any and all claims, counterclaims and crossclaims in any actions, suits or proceedings.

Precisely Entity	Governing Law	Jurisdiction
Precisely Software Incorporated (or any entity not listed below)	New York, USA	A federal or state court of competent jurisdiction located in New York County in the State of New York, USA
Precisely Software and Data Canada Inc.	Province of Ontario, Canada	General Division of the Ontario Court of Justice
Precisely Software Limited	England and Wales	English Courts
Precisely Software GmbH	Germany	Competent courts in Munich, Germany
Precisely Software S.A.S.	France	Competent courts in Paris, France
Precisely Software Pty Ltd	NSW, Australia	Courts of NSW and/or the Commonwealth of Australia
Precisely Software and Data Singapore Pte. Ltd.	Singapore	Courts of Singapore

19.   United States Government Uses

If Licensee is an agency of the U.S. Government, the following will apply: The Software has been developed entirely at private expense, is regularly used for non-governmental purposes and has been licensed to the public. The Software is a "commercial item" as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation" as those terms are used in 48 C.F.R. 12.212 (Sept. 1995) or as "commercial computer software" as that term is defined in 48 C.F.R. 252.227-7014 (June 1995) or any equivalent agency regulation or

contract clause, whichever is applicable. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government agencies acquire only those rights to the Software as are expressly set forth herein. Contractor/manufacturer is the Precisely entity named on the first page of this Agreement.