SOFTWARE TERMS

- 1. <u>SW</u>. These software terms ("SW Terms") set out the terms and conditions applicable to the software identified in the Order Form (the "Software") and form part of the Agreement. The SW Terms take precedence over the Agreement terms in relation to the Software.
- 2. <u>License</u>. Subject to payment of fees, and strict compliance with the Agreement, we grant you a restricted, limited, non-assignable, nontransferable, nonexclusive, object code license, without right to sublicense, to use the Software, including any updates, upgrades, error corrections, changes or revisions to the same provided by us, and including the related documentation for such Software ("**Documentation**"), in each case solely for your internal business purposes, and only by the number of authorized users or in accordance with the usage metrics ("**Use Rights**"). The SW Terms are effective on the date you first download, install or use Software, and continues for the duration specified in the Order Form. Upon termination or expiration, your license to the Software and Use Rights end. You must immediately stop using the Software and return, destroy or delete, as directed by us, all copies of the Software and associated keys.
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- 4. <u>Support</u>. Unless agreed in writing, we do not provide support, maintenance, installation or training and you purchase these from us for mutually agreed fees. You are responsible for Software selection, for securing, installation and use, including verifying results obtained and taking appropriate measures to prevent loss or theft of data. You are responsible for the connectivity required to use Software and maintaining equipment and infrastructure that connects to the Software. We are not responsible for any injury or damage to any persons or property resulting from use of Software. You will take precautions, establish procedures and post notices to ensure that persons and property are not harmed in the event of an error, malfunction or unexpected operation of the Software. We are not responsible or liable for any problems, unavailability, delay or security incidents arising from or related to: (i) conditions or events reasonably outside of our control; (ii) cyberattack; (iii) the public internet and communications networks; (iv) data, software, hardware, services, telecommunications, infrastructure or networking equipment not provided by us, or acts or omissions of third parties you retain; (v) you and your Users' negligence or failure to use the latest version of the Software or follow published Documentation; (vi) modifications or alterations not made by us; (vii) loss or corruption of data; (viii) unauthorized access via your credentials; or (ix) your failure to use commercially reasonable administrative, physical and technical safeguards to protect your systems or data or follow industry-standard security practices.
- 5. IP. All right, title and interest, including all intellectual property rights (including copyrights, trademarks and patents), proprietary rights (including trade secrets and know-how), and moral rights (including rights of authorship and modification) throughout the world ("IPR") in and to the Software, the Documentation and all of their derivative works, modifications and improvements, are retained by us or our licensors and constitute our confidential and proprietary information. The operation and performance of the Software constitute our confidential information. To the extent that you provide any suggestions, comments or feedback regarding the Software or create derivative works, you hereby assign to us all right, title and interest in and to the same without limitation or restriction. You and your Users shall not remove, modify or obscure any IPR notices.
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- 7. <u>Limitation</u>. LIABILITY FOR BREACH OF SECTIONS 2 (LICENSE), 3 (ACCEPTABLE USE), AND 5 (IP) ARE NOT SUBJECT TO THE LIMITATION ON LIABILITY SET OUT IN SECTION 8.1 OF THE GTCS.