

DOTDATA TRIAL SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT (THIS “AGREEMENT”) IS A LEGAL AGREEMENT BETWEEN YOU (“LICENSEE”) AND DOTDATA, INC. (“LICENSOR”) AND ESTABLISHES THE TERMS UNDER WHICH LICENSEE MAY USE THE SOFTWARE AND DOCUMENTATION (AS DEFINED BELOW). IF YOU ARE AGREEING TO THESE TERMS AS AN INDIVIDUAL “LICENSEE” REFERS TO YOU INDIVIDUALLY. IF YOU ARE AGREEING TO THESE TERMS AS A REPRESENTATIVE OF AN ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY AND “LICENSEE” REFERS TO THAT ENTITY. IN NO EVENT SHALL ANY SUPPLEMENTAL OR INCONSISTENT TERMS AND CONDITIONS CONTAINED IN ANY PURCHASE ORDER, INVOICE OR SIMILAR DOCUMENT ISSUED BY LICENSEE BE BINDING ON DOTDATA.

1. DEFINITIONS

1.1 “Authorized Persons” means trained technical employees and contractors of Licensee who are subject to a written agreement with Licensee that includes use and confidentiality restrictions that are at least as protective as those set forth in this Agreement.

1.2 “Confidential Information” means any and all non-public technical and non-technical information disclosed by one party (the “Disclosing Party”) to the other party (the “Receiving Party”) in any form or medium, whether oral, written, graphical or electronic, pursuant to this Agreement, that is marked confidential and proprietary, or that the Disclosing Party identifies as confidential and proprietary, or that by the nature of the circumstances surrounding the disclosure or receipt ought to be treated as confidential and proprietary information, including but not limited to, services, pricing information, computer programs, source code, names and expertise of employees and consultants, know-how, and other technical, business, financial and product development information. “Confidential Information” does not include any information that the receiving party can demonstrate by its written records (1) was rightfully known to it without obligation of confidentiality prior to its disclosure hereunder by the disclosing party; (2) is or becomes publicly known through no wrongful act of the receiving party; (3) has been rightfully received without obligation of confidentiality from a third party authorized to make such a disclosure; or (4) is independently developed by the receiving party without reference to confidential information disclosed hereunder.

1.3 “Documentation” means any Software administration guides, installation and user guides, and release notes that are provided by dotData to Licensee.

1.4 “Error” means a failure of the Software to operate as described in the Documentation.

1.5 “Intellectual Property Rights” means patents, design patents, copyrights, trademarks, Confidential Information, know-how, trade secrets, moral rights, and any other intellectual property rights recognized in any country or jurisdiction in the world.

1.6 “Resource Unit” means an unit of computation resource: (a) 1 CPU core and (b) 8 GB of RAM that is owned or leased by Licensee or an entity controlled by, controlling or under common control with Licensee unless otherwise agreed.

1.7 “Open Source Software” means software delivered to Licensee hereunder that is subject to the provisions of any open source license agreement, which may include, without limitation, the GNU Lesser General Public License and the Mozilla Public License.

1.8 “Software” means the dotData proprietary computer software. For the avoidance of doubt, the definition of Software shall not include any Third-Party Software.

1.9 “Subscription Period” means Licensee’s use of the Software for a mutually-agreed period in a written form. up to 180 days.

1.10 “Third-Party Software” means certain software dotData licenses from third parties and provides to Licensee with the Software, which may include Open Source Software.

2. LICENSE GRANT AND RESTRICTIONS

2.1 License. Subject to Licensee's compliance with the terms and conditions of this Agreement, dotData grants to Licensee, during the applicable Subscription Period, a non-exclusive, non-transferable, non-sublicensable license to install and use the Software, in object code form only, solely for Licensee's own internal evaluation purposes with the number of Resource Units which Licensor has granted to Licensee under the Agreement.

2.2 License Restrictions. Except to the extent permitted under this Agreement, Licensee will not nor will Licensee allow any third party to: (i) copy, modify, adapt, translate or otherwise create derivative works of the Software or the Documentation; (ii) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software; (iii) rent, lease, sell, assign or otherwise transfer rights in or to the Software or Documentation; (iv) remove any proprietary notices or labels from the Software or Documentation; or (v) publicly disseminate performance information or analysis (including, without limitation, benchmarks) relating to the Software. Licensee will comply with all applicable laws and regulations in Licensee's use of and access to the Software and Documentation.

2.3 Responsibility for Use. The Software and Documentation may be used only by Authorized Persons and in conformance with this Agreement. Licensee shall be responsible for the proper use and protection of the Software and Documentation and is responsible for: (i) installing, managing, operating, and physically controlling the Software and the results obtained from using the Software; (ii) using the Software within the operating environment specified in the Documentation; and; (iii) establishing and maintaining such recovery and data protection and security procedures as necessary for Licensee's service and operation and/or as may be specified by dotData from time to time.

3. SUPPORT LOGS

3.1 Support Logs. This information can take the form of telemetry data, which is transmitted to dotData, or software logs. Licensee acknowledges and agrees that dotData may access and use such logs for analysis and improvement of the Software. In no event shall dotData be required to provide support services unless otherwise agreed. While telemetry data is transmitted automatically to dotData, the decision to transmit software logs is entirely up to Licensee and dotData hereby disclaims all liability arising from such decision. All telemetry data and software logs will be used by dotData for analysis in connection with dotData's provision of services to its customers and improvement of its products. Without limiting the foregoing, all telemetry data and software logs received by dotData will be stored and handled in accordance dotData's Privacy Policy (<https://www.dotdata.com/privacy>). By providing software logs to dotData, Licensee consents to all actions taken by dotData with respect to Licensee's information in compliance with the Privacy Policy.

3.2 Data License. By providing information logs collected by the Software to dotData, Licensee hereby represents that it has the authority to transmit such data, including but not limited to permissions granted by the owners of any intellectual property rights applicable to such data, and to grant the necessary licenses provided for herein. Licensee hereby grants to dotData a perpetual, royalty free, irrevocable, non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any and all data that Licensee provides on or in connection with its use of the Software for purposes of providing information and services to Licensee. Licensee will not upload, post or otherwise transmit to dotData any data that impermissibly discloses the confidential information of any person, or that infringes or violates another party's rights.

4. TERM AND TERMINATION

4.1 Term. The term of this Agreement shall commence on the Effective Date and shall remain in force for the Subscription Period (the "Term").

4.2 Termination. Either party may immediately terminate this Agreement and the licenses granted hereunder if the other party (1) fails to cure a material breach of any material term or condition of this Agreement within ten (10) days of receipt of written notice specifying such breach, or (2) materially breaches its obligations of confidentiality hereunder.

4.3 Effects of Termination. Upon expiration or termination of this Agreement for any reason, (i) any amounts owed to dotData under this Agreement will be immediately due and payable; (ii) all licensed rights granted in this Agreement will immediately cease; and (iii) Licensee will promptly discontinue all use of the Software and Documentation and return to dotData or dispose any dotData Confidential Information in Licensee's possession or control.

4.4 Survival. The following Sections of this Agreement will remain in effect following the expiration or termination of these General Terms for any reason: 4.3 (Effects of Termination), 4.4 (Survival), 5 (Third Party Software) 5 (Confidentiality), 7 (Payment), 8 (Ownership), 9.1 (Third-Party Software), 9.2 (Warranty Disclaimer), 10 (Limitations of Liability), 11 (Export) and 12 (General).

5. **THIRD PARTY SOFTWARE**

Certain Third-Party Software provided with the Software is subject to various other terms and conditions imposed by the licensors of such Third-Party Software. The terms of Licensee's use of the Third-Party Software is subject to and governed by the respective Third-Party Software licenses, except that this Section 5 (Third-Party Software), Section 9.1 (Third Party Software), 9.2 (Warranty Disclaimer), Section 10 (Limitations of Liability), and Section 12 (General) of this Agreement also govern Licensee's use of the Third-Party Software. To the extent applicable to Licensee's use of such Third-Party Software, Licensee agrees to comply with the terms and conditions contained in all such Third-Party Software licenses.

6. **CONFIDENTIALITY**

Neither party will use any Confidential Information of the other party except as expressly permitted by this Agreement or as expressly authorized in writing by the disclosing party. The receiving party shall use the same degree of care to protect the disclosing party's Confidential Information as it uses to protect its own Confidential Information of like nature, but in no circumstances less than a commercially reasonable standard of care. The receiving party may not disclose the disclosing party's Confidential Information to any person or entity other than to (i) (a) Authorized Persons in the case the receiving party is Licensee, and (b) dotData's employees and contractors in the case the receiving party is dotData, and (ii) who need access to such Confidential Information solely for the purpose of fulfilling that party's obligations or exercising that party's rights hereunder. The foregoing obligations will not restrict the receiving party from disclosing Confidential Information of the disclosing party: (1) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the receiving party required to make such a disclosure gives reasonable notice to the disclosing party prior to such disclosure; and (2) on a confidential basis to its legal and financial advisors.

7. **PAYMENT**

7.1 Fees. There are no fees applicable to Licensee's use of the Software under this Agreement.

8. **OWNERSHIP**

8.1 Ownership. As between dotData and Licensee, dotData is the sole and exclusive owner, and will retain all right, title and interest in and to the Software, Documentation and any other dotData materials furnished or made available hereunder, including all suggestions, ideas and feedback proposed by Licensee regarding the Software and Documentation, any other software code provided to Licensee in connection with this Agreement, and all corrections, modifications, additions, improvements and enhancements to and all intellectual property rights in the foregoing. In case where dotData and Licensee enter into a commercial license agreement within 30 days after Subscription Period, any predictive models including features and feature-generation queries generated by Licensee through the processing the Licensee data using the Software during the Subscription Period (collectively "Predictive Models") shall be the sole and exclusive property of Licensee. Otherwise, Licensee does not own any right on the Predictive Models and all Predictive Models are permanently deleted.

8.2 Feedback. Licensee hereby does and will irrevocably assign to dotData all evaluations, ideas, feedback and suggestions made by Licensee to dotData regarding the Software and Documentation (collectively, "Feedback") and all Intellectual Property Rights in and to the Feedback. Except as expressly provided herein, no licenses of any kind are granted hereunder, whether by implication, estoppel, or otherwise.

9. **LIMITED WARRANTY AND DISCLAIMERS**

9.1 Third-Party Software. Except as expressly set forth in this Agreement, Third-Party Software (including any Open Source Software) are provided on an "as-is" basis at the sole risk of Licensee. Notwithstanding any language to the contrary in this Agreement, dotData makes no express or implied warranties of any kind with respect to Third-Party Software provided to Licensee and shall not be liable for any damages regarding the use or operation of the Third-Party Software furnished under this Agreement. Any and all express or implied warranties, if any, arising from the license of Third-Party Software shall be those warranties running from the third party manufacturer or licensor to Licensee.

9.2 Warranty Disclaimer. DOTDATA MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, RELATING TO THE SOFTWARE OR TO DOTDATA'S PROFESSIONAL OR OTHER SERVICES. DOTDATA SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. DOTDATA AND ITS SUPPLIERS AND LICENSORS DO NOT WARRANT OR REPRESENT THAT THE SOFTWARE WILL BE FREE FROM BUGS OR THAT ITS USE WILL BE UNINTERRUPTED OR ERROR-FREE. THIS DISCLAIMER

SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

10. LIMITATIONS OF LIABILITY

10.1 EXCLUSION OF CERTAIN DAMAGES. EXCEPT FOR BREACHES OF SECTION 2.2 (LICENSE RESTRICTIONS), SECTION 6 (CONFIDENTIALITY) OR SECTION 8 (OWNERSHIP), IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR RELIANCE DAMAGES, INCLUDING ANY LOST DATA, LOSS OF USE AND LOST PROFITS, ARISING FROM OR RELATING TO THIS AGREEMENT, THE SOFTWARE OR DOCUMENTATION, EVEN IF SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF, OR COULD REASONABLY HAVE PREVENTED, SUCH DAMAGES.

10.2 LIMITATION OF DAMAGES. EXCEPT FOR BREACHES OF SECTION 2.2 (LICENSE RESTRICTIONS), SECTION 6 (CONFIDENTIALITY) OR SECTION 8 (OWNERSHIP), EACH PARTY'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT OR THE SOFTWARE, DOCUMENTATION, OR SERVICES PROVIDED BY DOTDATA, WILL NOT EXCEED THE AMOUNT OF FEES PAID OR PAYABLE BY LICENSEE FOR THE SOFTWARE, DOCUMENTATION OR SERVICES GIVING RISE TO THE CLAIM IN THE TWELVE (12) MONTHS FOLLOWING THE EFFECTIVE DATE. LICENSEE AGREES THAT DOTDATA'S SUPPLIERS AND LICENSORS WILL HAVE NO LIABILITY OF ANY KIND UNDER OR AS A RESULT OF THIS AGREEMENT.

10.3 THIRD PARTY SOFTWARE. NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY IN THIS AGREEMENT, DOTDATA SHALL NOT BE LIABLE FOR ANY DAMAGES REGARDING THE USE OR OPERATION OF ANY THIRD-PARTY SOFTWARE FURNISHED UNDER THIS AGREEMENT.

10.4 LIMITATION OF ACTIONS. IN NO EVENT MAY LICENSEE BRING ANY CAUSE OF ACTION RELATED TO THIS AGREEMENT MORE THAN ONE (1) YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO THE LIABILITY.

11. EXPORT

The Software, Documentation and related technical data may be subject to U.S. export control laws, including without limitation the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Licensee shall comply with all such regulations and agrees to obtain all necessary licenses to export, re-export, or import the Software, Documentation and related technical data.

12. GENERAL

12.1 Marketing and Publicity. dotData has the right to reference and use Licensee's name and trademarks and disclose the nature of the parties' relationship hereunder, in each case in dotData's business development and marketing efforts, including, without limitation, on dotData's web site.

12.2 No Agency. dotData and Licensee each acknowledge and agree that the relationship established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to: (1) give either party the power to direct or control the day-to-day activities of the other; (2) deem the parties to be acting as partners, joint venturers, co-owners or otherwise as participants in a joint undertaking; or (3) permit either party or any of either party's officers, directors, employees, agents or representatives to create or assume any obligation on behalf of or for the account of the other party for any purpose whatsoever.

12.3 Compliance with Laws. Each party agrees to comply with all applicable laws, regulations, and ordinances relating to their performance hereunder. Without limiting the foregoing, Licensee warrants and covenants that it will comply with all then current laws and regulations of the United States and other jurisdictions relating or applicable to Licensee's use of the Software and Documentation including, without limitation, those concerning Intellectual Property Rights, invasion of privacy, defamation, and the import and export of Software and Documentation.

12.4 Force Majeure. Except for the duty to pay money, neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, riots, fires, flood, storm, explosions, acts of God, war, governmental action, earthquakes, or any other cause which is beyond the reasonable control of such party.

12.5 Notices. Any notice required or permitted hereunder shall be in writing.

12.6 Governing Law; Venue and Jurisdiction. This Agreement shall be interpreted according to the laws of the State of California without regard to or application of choice-of-law rules or principles. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in Santa Clara County, California and the parties hereby consent to the personal jurisdiction and venue therein.

12.7 Injunctive Relief. The parties agree that monetary damages would not be an adequate remedy for the breach of certain provisions of this Agreement, including, without limitation, all provisions concerning infringement, confidentiality and nondisclosure, or limitation on permitted use of the Software or Documentation. The parties further agree that, in the event of such breach, injunctive relief would be necessary to prevent irreparable injury. Accordingly, either party shall have the right to seek injunctive relief or similar equitable remedies to enforce such party's rights under the pertinent provisions of this Agreement, without limiting its right to pursue any other legal remedies available to it.

12.8 Entire Agreement and Waiver. This Agreement and any exhibits hereto shall constitute the entire agreement and contains all terms and conditions between dotData and Licensee with respect to the subject matter hereof and all prior agreements, representations, and statement with respect to such subject matter are superseded hereby. This Agreement may be changed only by written agreement signed by both dotData and Licensee. No failure of either party to exercise or enforce any of its rights under this Agreement shall act as a waiver of subsequent breaches; and the waiver of any breach shall not act as a waiver of subsequent breaches.

12.9 Severability. In the event any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, that provision will be enforced to the maximum extent permissible under applicable law and the other provisions of this Agreement will remain in full force and effect. The parties further agree that in the event such provision is an essential part of this Agreement, they will begin negotiations for a suitable replacement provision.

12.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered (including by facsimile or electromagnetic record), shall be deemed an original, and all of which shall constitute one and the same agreement.

12.11 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the respective parties hereto, their respective successors and permitted assigns.

12.12 Assignment. Neither party may, without the prior written consent of the other party (which shall not be unreasonably withheld), assign this Agreement, in whole or in part, either voluntarily or by operation of law, and any attempt to do so shall be a material default of this Agreement and shall be void. Notwithstanding the foregoing, dotData may assign its rights and benefits and delegate its duties and obligations under this Agreement without the consent of Licensee in connection with a merger, reorganization or sale of all or substantially all relevant assets of the assigning party; in each case provided that such successor assumes the assigning party's obligations under this Agreement.