

## X-Formation End-User License Agreement

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The user ("you", "Licensee" or "End User," which may be an individual or an entity) and X-Formation (X-Formation Denmark ApS or X-Formation Sp. z o.o., depending upon which company you have purchased products or services from) covenant and agree as follows:

X-FORMATION IS PROVIDING THE LICENSED SOFTWARE FOR YOUR USE ON A NONEXCLUSIVE BASIS UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS SET FORTH BELOW. IF YOU ARE NOT WILLING TO ACCEPT THESE TERMS AND CONDITIONS, DO NOT USE THE LICENSED SOFTWARE.

1. **Legal Agreement.** This End-User License Agreement ("Agreement") is a binding legal agreement between you and X-Formation. By downloading and using the Licensed Software, you indicate your acceptance of this Agreement. If you do not agree to all of the terms of this Agreement, promptly return the Licensed Software and all related materials to X-Formation at the address written below. If you are accessing the Licensed Software electronically, indicate your acceptance of these terms by selecting "Yes" in response to the statement "Accept the Terms and Conditions" during the download request and/or by unzipping and using the downloaded Licensed Software. If you do not agree to all of these terms, you are not permitted to download or use the Licensed Software.

2. **Grant of License.** Subject to the terms and conditions of this Agreement, X-Formation grants you ("Licensee") a non-exclusive and non-transferable license as an End User, to install and use the X-Formation software and related user documentation ("Licensed Software") for personal or internal business purposes. This license does not entitle Licensee to receive from X-Formation hard-copy documentation.

3. **Fees.** Download of the Licensed Software requires a valid maintenance contract with X-Formation with all appropriate fees pre-paid. The Licensee is licensed to download the Licensed Software to be installed in a single location on the hard disk or other storage device of up to the number of computers owned or leased by the End User for which the End User has paid a license fee ("Permitted Number of Computers"). If the Licensee wishes to receive the Licensed Software on media, there may be a small charge for the media and for shipping and handling. Licensee is responsible for any and all taxes.

#### 4. Support

4.1 **Term of Support.** Upon the purchase of the Licensed Software, the Licensee is entitled to receive Support for the Licensed Software ("Support") for a specified period of time commencing on the day of entering into this Agreement (the "Effective Date"). Thereafter, the Licensee may renew Support for additional periods of time by paying the relevant support fee.

4.2 **Support.** The Support shall consist of:

- 1) any released updates, upgrades, patches and bug fixes for the Licensed Software ("Updates");
- 2) web-based and phone support.

**5. No Modification of Licensed Software.** Licensee shall not modify, reverse engineer, decompile, disassemble or translate the Licensed Software or related documentation, or apply any other procedure or technology to the Licensed Software so as to determine the source listings for the Licensed Software.

**6. No Assignment, Transfer, Sublicense or Disclosure.** Licensee shall not transfer, disclose, sublicense, disseminate, provide or otherwise make available all or any part of the Licensed Software except as authorized herein to a third party without the prior written consent of X-Formation. Licensee shall not disclose the results of any benchmark tests of the Licensed Software to any third party without X-Formation's prior written approval. Neither party can assign this Agreement or any rights and obligations hereunder to a third party without the prior written consent of the other party.

**7. Use of License Statistics.** You may use License Statistics to import FlexNet Report Logs on an "as-is" and "as-available" basis. You expressly acknowledge and agree that you will be solely responsible for the use of License Statistics to import data, and any such data importation will be done at your own discretion and risk. Furthermore, you agree to use any such data importation only for purposes that are permitted by any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions.

**7.1 Collecting Usage Statistics.** Upon your consent, X-Formation may collect information on the usage of License Statistics, such as pages visited and most popular pages. We collect and analyze this information to better understand the usage of License Statistics, so that we can continue to develop a better product in accordance with the wishes of our customers. We do not share this information with third parties.

**8. Use of LM-X License Manager.** LM-X License Manager consists of several libraries and tools, some of which may be redistributed ("End-User Components") to third parties authorized to use the Licensed Software by the Licensee ("Sublicensees"), while others may not be redistributed ("Vendor Components").

**8.1 End-User Components.** The Licensee shall have the right to sublicense the End-User Components of LM-X License Manager (detailed in <https://docs.x-formation.com/display/LMX/LM-X+distribution+content>) or any portion thereof for business purposes in order to be able to integrate LM-X License Manager into the Licensee's products and sell such products to Sublicensees.

**8.2 Vendor Components.** The Vendor Components of LM-X License Manager (detailed in <https://docs.x-formation.com/display/LMX/LM-X+distribution+content>) can be integrated into the Licensee's products; however, the Licensee shall not have the right to redistribute the Vendor Components.

**9. Disclaimer of Warranty.** THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, X-FORMATION FURTHER DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND

NONINFRINGEMENT. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE REMAINS WITH RECIPIENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL X-FORMATION OR ITS SUPPLIERS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF X-FORMATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. **Safe Harbor.** Certain information contained in the X-Formation website, blog, press releases, announcements, documents, and oral discussions may be "forward-looking statements". We have based these forward-looking statements on the assumptions, expectations and projections about future events that we hold at the time the statements are made. You are cautioned not to place undue reliance on these forward-looking statements, which reflect our opinions only as of the date they are made. We use words like "believe," "anticipate," "intend," "estimate," "expect," "project" and similar expressions to identify forward-looking statements, although not all forward-looking statements contain these words. These forward-looking statements are necessarily estimates reflecting the best judgment of our management and involve a number of risks and uncertainties that could cause actual results to differ materially from those suggested by the forward-looking statements. Any unreleased products, services or features referenced in forward-looking statements are not currently available and X-Formation cannot give any assurance that they will be delivered on time or at all. When you purchase our products or services, you should make the purchase decisions based upon features that are currently available. X-Formation undertakes no obligation to revise or update forward-looking statements.

11. **Evaluations.** X-Formation agrees to deliver a demonstration copy of its software for the sole purpose of internal testing and evaluation. Licensee acknowledges that the evaluation serves the purpose of determining whether the software meets the requirements of the Licensee and/or its customers and that the software will not be used for commercial or production purposes during this time.

12. **No Refunds.** Free evaluation copies of X-Formation software are available to allow inspection of software features prior to purchase. For this reason, X-Formation does not issue refunds.

13. **Ownership.** Licensee agrees it has no rights with respect to the Licensed Software other than those rights granted by this Agreement. X-Formation owns all right, title and interest in and to the Licensed Software including, without limitation, all intellectual and proprietary rights appurtenant thereto, and, except for the limited license granted to you herein, nothing in this Agreement shall be construed to transfer, convey, impair or otherwise adversely affect X-Formation's ownership or proprietary rights therein or any other X-Formation information or materials, tangible or intangible, in any form and in any medium. X-Formation represents that it is solely responsible for the Licensed Software supplied to the Licensee and that the Licensee has no obligations towards any other third party suppliers of the Licensed Software.

14. **Termination.** This Agreement may be terminated by either party hereto at any time and for any reason upon thirty (30) days written notice to the other party

of such termination; however, the license will terminate automatically if you fail to comply with the limitations described herein or if you fail to pay any fees relating to the Licensed Software.

#### **14.1 Termination of LM-X License Manager License**

14.1.1 In case of termination of your subscription license, you will lose the right to receive Support for the Licensed Software and you will not be able to issue new licenses; however, the Licensed Software distributed to your Sublicensees will continue to operate normally.

14.1.2 In case of termination of your perpetual license, you will lose the right to receive Support for the Licensed Software; however, you will still be able to issue new licenses for your protected products.

#### **14.2. Termination of License Statistics License**

14.2.1 In case of termination of your subscription license, you will lose the right to receive Support for the Licensed Software and you will not be able to monitor your software.

14.2.2 In case of termination of your perpetual license, you will lose the right to receive Support for the Licensed Software. You will still be able to monitor your software, but with the following limitations:

- 1) You must use the machine that the License Statistics license was locked to when your maintenance contract expired.
- 2) You will be limited to monitoring the software version(s) that you were monitoring when your maintenance contract expired.

**15. Export Regulations.** Licensee acknowledges that the Licensed Software is subject to Danish export control laws and regulations. Licensee agrees that it will not export the Licensed Software to any country or end-user that is subject to Danish export restrictions, or imported into any country except as permitted by the laws and regulations of the applicable country.

**16. No Modification or Waiver.** This Agreement may be amended, modified or supplemented only by a written instrument executed by the parties hereto. X-Formation shall be deemed not to have assented to any variations in the terms of this Agreement or to different terms unless such assent is express, includes an express waiver of the applicable terms of this Agreement, and is in writing and signed. Moreover, any waiver is only for the particular matter specified therein, and shall not affect or impair the right of X-Formation to require observance, performance or satisfaction either of that term or condition as it applies on a subsequent occasion or of any other term or condition.

**17. Independent Contractor.** Nothing herein shall be construed as creating a partnership, joint venture, an employment relationship or an agency relationship between the parties hereto, or as otherwise authorizing either party to act for the other. The parties hereto are independent contractors for all purposes.

**18. Anti-Corruption Laws.** The parties hereto represent that they are aware that the European anti-corruption laws and regulations, the Council of Law Civil Law

Convention on Corruption (CETS No.:174) of 1999, all as amended (collectively, the "European Anti-Corruption Laws") apply to any activity of either party.

18.1 The parties hereto agree that neither they nor any of their personnel, nor any member, director, officer, employee, agent, consultant, or representative of either party has performed or will perform, in connection with this Agreement or the Licensed Software, or otherwise related to any activity in connection with this Agreement, directly or indirectly, any act constituting a violation of any European Anti-Corruption Laws. Should any party violate any provisions of the European Anti-Corruption Laws, this Agreement shall be automatically terminated.

18.2 The parties hereto agree to fully cooperate with any ethics or compliance investigations into possible violations of the European Anti-Corruption Laws that arise in connection with this Agreement.

19. **Legal Disputes.** In case of legal disputes, legal proceedings must be handled:

- 1) In the court of Aarhus, Denmark, for products and services purchased from X-Formation Denmark ApS
- 2) In the court of Krakow, Poland, for products and services purchased from X-Formation Sp. z o.o.

20. **Contact.** Should you have any questions concerning this Agreement, or if you desire to contact X-Formation for any reason, please email us at sales@x-formation.com or write to us at:

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or

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