

USER License Agreement

1. Introduction

Permission to download, install and use the software is conditional upon you, the User of the Software ("User"), agreeing to THIS USER LICENSE Agreement ("ULA") which IS BETWEEN the In4BI entity that issued the license key as identified IN Table 1 to this ULA ("In4BI") and User. This ULA shall GOVERN User's USE OF the Platform Manager SOFTWARE AND DOCUMENTATION. User shall be required to agree to THE ULA APPLICABLE to each UPDATE to the software that User downloads. Capitalized terms not otherwise defined herein are defined in section 10.1.

INSTALLATION OR USE OF THE SOFTWARE BY USER WILL BE DEEMED ACCEPTANCE OF THIS ULA. If User does not accept the terms of this ULA, or have the authority to enter into this ULA, User may not download, install or use the Software. IF YOU ARE INSTALLING AND USING THIS SOFTWARE ON BEHALF OF A USER WHICH IS A CORPORATION, PARTNERSHIP OR OTHER LEGAL ENTITY, SUCH AS YOUR EMPLOYER, YOU REPRESENT AND WARRANT TO IN4BI THAT YOU ARE AUTHORIZED TO ENTER INTO THIS ULA AND ACCEPT THESE TERMS ON BEHALF OF USER. ACCEPTANCE WILL BIND USER TO THESE LICENSE TERMS IN A LEGALLY ENFORCEABLE CONTRACT WITH IN4BI AND USER AGREES THAT THIS ULA SHALL BE AS ENFORCEABLE AS A SIGNED WRITTEN AGREEMENT.

NOTE: THE INSTALLATION OF THIS SOFTWARE WILL INSTALL FILES NECESSARY TO OPERATE THE SOFTWARE ONTO USER'S COMPUTER. OTHER SYSTEM FILES, SUCH AS DYNAMIC LINK LIBRARY (.DLLS) FILES, MAY BE INSTALLED OR UPDATED AND WINDOWS REGISTRY ENTRIES WILL BE MADE. UNINSTALLING THE PROGRAM WILL NOT REMOVE ALL OF THE INSTALLED FILES OR REGISTRY ENTRIES. AS WITH ALL INSTALLATIONS, IT IS RECOMMENDED THAT USER BACK UP ITS HARD DRIVE BEFORE INSTALLING THIS PROGRAM.

Individual Software components, each of which has its own copyright and its own applicable license conditions ("OPEN SOURCE") may be distributed, embedded, or bundled with THE SOFTWARE. Such open source software is separately licensed by its copyright holder. Use of the open source software must be in accordance with its license terms. IN4BI makes no representation, warranty OR OTHER COMMITMENT of any kind regarding such open source software. IN4BI offers no support for such open source software and shall, TO THE MAXIMUM EXTENT PERMITTED BY LAW, have no liability associated with its use.

2. Grant of License

2.1. License Grant.

Subject to the terms and conditions of this ULA and the payment of all applicable license fees, In4BI grants User a perpetual or subscription (according to the license agreement) (but subject to termination as provided in Sections 4.2.1, 4.4.2, 6.4 and 7 below), limited, non-exclusive, non-transferable license: (i) to use the Software and the Documentation licensed solely for the internal business operations of User, as applicable in accordance with this ULA and the Documentation; and (ii) to provide access to and use of the Software to its Permitted Affiliates and Authorized Contractors in accordance with Section 2.2. User shall maintain an up-to-date written record of the number of copies of the Software in its possession and their location, and, upon request, shall produce such record to In4BI. User shall ensure that all reasonable precautions are taken to safeguard the Software and the Documentation to prevent its misuse.

2.2. Permitted Affiliates, Authorized Third Parties and Authorized Contractors.

In connection with the use of the Software by a Permitted Affiliate, Authorized Third Party and/or Authorized Contractor, User hereby agrees to: (i) make each such Permitted Affiliate and/or Authorized Contractor aware of the terms of this ULA and the Documentation, including, without limitation, the use limitations contained in Sections 2.1 and 2.3; (ii) monitor each such Permitted Affiliate's, Authorized Third Party's and/or Authorized Contractor's compliance with the terms contained in this ULA and the Documentation; (iii) remain responsible and liable to In4BI for any and all violations of the terms contained in this ULA and in the Documentation by any Permitted Affiliate, Authorized Third Party or Authorized Contractor; and (iv) ensure that each Permitted Affiliate, Authorized Third Party or Authorized Contractor agrees to a disclaimer of any liability or responsibility for In4BI and its suppliers and licensors with respect to their respective use of the Software and Documentation. Upon request by In4BI, User agrees to confirm the Affiliate status of a particular entity.

2.3. License Restrictions.

Except to the extent required by local copyright or other laws whose application is incapable of exclusion by agreement, User, its Permitted Affiliates, Authorized Third Parties and/or Authorized Contractors shall not: (i) use, copy, maintain, distribute, sell, market, sublicense, rent, make corrections to, modify, or create derivative works based on the Software; (ii) reverse assemble, reverse compile, reverse engineer or otherwise translate the Software; (iii) modify, adapt, translate based upon the Software or the Documentation or combine or merge any part of the Software or the Documentation with or into any other software or documentation; (iv) offer, use

or sublicense or otherwise commercially exploit the Software as a revenue-generating product or service for the benefit of a third party or in a service bureau, commercial time-sharing, rental, software as a service (SaaS), or outsourcing context except where previously agreed in writing by In4BI; or (v) provide the Software or the Documentation to any entity or person other than a Permitted Affiliate, Authorized Third Party or an Authorized Contractor. If a serial number, password, license key or other security device is provided to User for use with the Software, User may not, and will not permit its authorized users to, share or transfer such security device with or to any other user of the Software or any other third party.

2.4. Retention of Rights.

In4BI and its Affiliates, or their respective suppliers or licensors where applicable, own and retain all right, title and interest in and to the Software and the Documentation, and all of In4BI's and its Affiliates', or their respective suppliers' or licensors', patents, trademarks (registered or unregistered), trade names, copyrights, trade secrets and In4BI Confidential Information. User does not acquire any right, title or interest in or to the Software or the Documentation except as expressly set forth herein. User will not register, nor attempt to register any patent or copyright which, in whole or in part, incorporates any In4BI intellectual property without the prior written consent of In4BI. In the event that User makes suggestions, improvements or modifications to In4BI regarding new features, functionality or performance that In4BI adopts for the Software, such new features, functionality or performance shall be deemed to be automatically assigned under this ULA to, and shall become the sole and exclusive property of, In4BI.

2.5. License Back.

As between the parties, User or any of its Permitted Affiliates, as applicable, will be the sole and exclusive owner of all right, title and interest in and to any In4BI (R) Applications created, conceived, developed, made, reduced to practice, or invented by or on behalf of them during the term of this ULA; provided, however, that such ownership is and shall continue to be subject to In4BI's underlying ownership interest in and to all of the Software and In4BI Confidential Information from which any such Platform Manager(R) Application is derived. For clarity, User does not receive under this ULA either any license or other right to use any of In4BI's proprietary trademarks, including without limitation, the Platform Manager(R) trademark, and all such rights are hereby reserved by In4BI, or any ownership rights in or to any In4BI(R) Applications developed or otherwise created by or for In4BI in connection with its performance of any professional services on User's behalf. If, at any time during or after the term of this ULA, User or any of its Affiliates decides to file any patent application based on or claiming any of the technology, inventions and/or processes used in any such Platform Manager(R) Application (including, without limitation, any enhancements, modifications or improvements made thereto during or after the term of this ULA), then User will use reasonable efforts to notify In4BI in writing within thirty (30) days after the filing of any such patent application or the issuance of any patent based thereon (collectively, "User Patents"). To the extent permitted by applicable law, User hereby grants to In4BI a royalty-free, fully-paid, irrevocable, non-exclusive, freely sub licensable and transferable license, under all User Patents, to (i) use, make, have made, sell, offer to sell, develop, design, market, license, distribute and import any product or

service, (ii) use or perform any process or method, and (iii) otherwise practice the inventions, technology and/or processes claimed in any User Patent in every manner.

3. Maintenance

Any maintenance of the Software (i.e. technical support and Updates as defined in Section 10.1), will be provided in accordance with a separate written maintenance agreement entered into between User and either In4BI or one of In4BI's authorized resellers or other representatives authorized by In4BI to provide maintenance services for the Software.

4. Limited Warranty and Disclaimers

4.1.

In4BI warrants that for a period of hundred and twenty (120) days from the Availability Date (the "Warranty Period"): (i) the Software will perform substantially in accordance with the Documentation; and (ii) the Software is properly recorded on the media or in the files to be downloaded. There is no warranty after expiration of the Warranty Period. This warranty is void if failure of the Software has solely resulted from accident, abuse, or misapplication or from User having modified the Software or used it for a purpose or in a context other than the purpose or context for which it was designed.

4.2.

User's first remedy, and In4BI's first obligation under this warranty shall be, if User notifies In4BI in writing of the non-conformity within the Warranty Period, at User's option, either repair or replacement of the non-conforming Software. If In4BI finally fails to correct an error or deficiency, User shall be entitled to issue a final written deadline of at least one (1) further month for rectification of that error or deficiency. If In4BI fails to rectify the error or deficiency within the further one (1) month period, User shall be entitled to a refund of such amount of the license fee paid by User which corresponds to the loss of functionality caused by such error or deficiency or to rescind this ULA partially or fully. In case of a full rescission, User agrees to promptly return the Software to In4BI or establish to In4BI's satisfaction that it has destroyed/uninstalled the Software. Any additional claims for damages based on statutory law shall be subject to the limitation of liability under Section 5.1.

4.3.

Disclaimers. To the extent permitted by law, In4BI does not represent, warrant or make any commitment that: (i) the Software will meet User's requirements; (ii) the Software will operate in combination with other

hardware or software, except as expressly specified in the Documentation; or (iii) operation of the Software will be uninterrupted or error free. THE LIMITED WARRANTY STATED IN SECTION 4.1 AND SECTION 4.2 FOR LICENSEES OF IN4BI SET FORTH THE ONLY REPRESENTATIONS AND WARRANTIES CONCERNING THE SOFTWARE AND THE DOCUMENTATION. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN SECTION 4.1 AND SECTION 4.2 AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SOFTWARE, THE DOCUMENTATION AND MAINTENANCE ARE PROVIDED "AS IS", AND IN4BI AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, CONDITIONS AND OTHER TERMS, WHETHER EXPRESS OR IMPLIED (BY STATUTE, COMMON LAW OR OTHERWISE) INCLUDING WITHOUT LIMITATION, AS TO THEIR ACCURACY, TIMELINESS, COMPLETENESS, RESULTS, TITLE, NONINFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EVEN IF IN4BI HAS BEEN INFORMED OF SUCH PURPOSE, AND ANY REPRESENTATIONS, WARRANTIES OR OTHER TERMS ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.

5. Limitation of Liability

5.1. Limitations of Liability.

5.1.1.

To the extent permitted by law, except for: (i) its obligations with respect to any Third-party IP Claim as provided in Section 6.1 (Indemnification of Third-party IP Claims); or (ii) claims relating to death or bodily injury caused by its negligence, In4BI's and its suppliers', Resellers' and Affiliates' aggregate and cumulative liability for damages (regardless of the form of action, whether in contract, tort (including but not limited to negligence) or otherwise) shall in no event exceed the amount of fees paid by User under this ULA for the Software in respect of which the claim arose and, if such damages relate to particular Software, such liability shall be limited to the fees paid for such Software.

5.1.2.

Except for User's: (i) non-compliance with the use restrictions contained within this ULA or violation of In4BI's intellectual property rights; (ii) breach of its obligations under Section 8 (Confidentiality); (iii) breach of its obligations under Section 10.4 (Export Controls); (iv) negligence resulting in death or bodily injury; (v) obligation to pay; and/or (vi) fraud or fraudulent misrepresentation, User's aggregate and cumulative liability for damages, regardless of the form of action, whether in contract, tort (including but not limited to negligence) or otherwise, shall in no event exceed the total amounts paid and payable by User to the Reseller for: (a) all the In4BI products ordered prior to the effective date of this ULA; and (b) the Software supplied pursuant to this ULA.

5.1.3.

No Consequential Damages. TO THE EXTENT PERMITTED BY LAW, EXCEPT FOR USER'S: (I) NON-COMPLIANCE WITH THE USE RESTRICTIONS CONTAINED WITHIN THIS ULA OR VIOLATION OF IN4BI'S INTELLECTUAL PROPERTY RIGHTS; AND/OR (II) BREACH OF USER'S OBLIGATIONS PURSUANT TO SECTION 8 (CONFIDENTIALITY) OR

SECTION 10.4 (EXPORT CONTROLS), IN NO EVENT SHALL EITHER PARTY OR ITS RESPECTIVE SUPPLIERS, RESELLERS OR AFFILIATES BE LIABLE FOR ANY LOSS OF PROFITS OR REVENUES, SAVINGS, GOODWILL, DATA OR INACCURACY OF ANY DATA OR COST OF SUBSTITUTE GOODS OR SOFTWARE REGARDLESS OF THE THEORY OF LIABILITY OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS, HOWSOEVER ARISING, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

5.2.

THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET FORTH IN THIS ULA SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

5.3.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY SET FORTH ABOVE. ACCORDINGLY, SOME OF THE LIMITATIONS MAY NOT APPLY TO USER. TO THE EXTENT THAT IN4BI MAY NOT, AS A MATTER OF MANDATORY APPLICABLE LAW, DISCLAIM ANY IMPLIED WARRANTY OR LIMIT ITS LIABILITIES, THE SCOPE OR DURATION OF SUCH WARRANTY AND THE EXTENT OF IN4BI'S LIABILITY SHALL BE THE MINIMAL PERMITTED UNDER SUCH APPLICABLE LAW.

5.4.

Third Party Beneficiaries. Nothing in this ULA will create any rights in favor of any third party including any rights pursuant to the UK's Contracts (Rights of Third Parties) Act 1999 or other applicable law. This shall not affect any right or remedy of a third party that exists or is available apart from that Act or such other applicable law.

6. Indemnification of Third-party IP Claims

6.1. Intellectual Property Infringement.

Subject to the provisions of Sections 5 and 6.5, In4BI will defend User and its Permitted Affiliates (each, an "Indemnitee" and together, the "Indemnitees") against any Third Party IP Claim.

6.2. Conditions.

In4BI's indemnification obligations under Section 6.1 are subject to the following conditions: (i) the applicable Indemnitee(s) will provide In4BI with prompt written notice of any Third-party IP Claim; (ii) the applicable Indemnitee(s) will permit In4BI to assume and control the defense and settlement of any Third-party IP Claim; (iii) the applicable Indemnitee(s) will not prejudice the defense of any Third-party IP Claim; (iv) the applicable Indemnitee(s) will mitigate such damages, costs and expenses, as far as reasonably possible and (v) the applicable Indemnitee(s) will provide In4BI with such assistance, documents, authority and information as it may reasonably require in relation to any Third-party IP Claim and defense or settlement thereof.

6.3. Exceptions.

To the extent permitted by law, In4BI will have no liability to User under Section 6.1 for any Third-party IP Claim that: (i) arises out of any unauthorized use, reproduction, or distribution of the Software or the Documentation by any Indemnitee; (ii) arises out of any modification or alteration of the Software or the Documentation by anyone other than In4BI without the written approval of In4BI; (iii) arises out of the use of the Software in combination with any other software or equipment not supported in the Documentation; or (iv) would have been avoided by use of the latest Update of the Software and Documentation.

6.4. In4BI Option.

If the Software becomes, or in In4BI's opinion is likely to become, the subject of a Third-party IP Claim, In4BI shall be entitled, at its own expense and option, to elect to either: (i) procure the right for User and/or its applicable Permitted Affiliates to continue using the Software in accordance with the provisions of this ULA; (ii) make such alterations, modifications or adjustments to the Software so that the infringing Software becomes non-infringing without incurring a material diminution in performance or function; (iii) replace the Software with a non-infringing substantially similar substitute; or (iv) if In4BI determines that neither (i), (ii) nor (iii) can be achieved after the exercise of commercially reasonable efforts, terminate the license for the affected Software and refund to User all amounts paid by User to Reseller as license fees with respect to the affected Software, less an amount equal to depreciation of such license fees calculated on a three-year straight-line basis from the Availability Date. Upon payment of any refund, User acknowledges and agrees that the license for such Software will be deemed to have automatically terminated.

6.5. Sole and Exclusive Remedy.

THE FOREGOING STATES IN4BI'S ENTIRE OBLIGATION AND LIABILITY (WHICH IN RELATION TO LICENSEES OF IN4BI SHALL, IRRESPECTIVE OF THE LEGAL GROUNDS, IN NO EVENT EXCEED THE LIMITATIONS SET OUT IN SECTION 5.1), AND USER'S SOLE RIGHT AND REMEDY, FOR INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

7. Termination

This ULA is effective until terminated. In4BI may terminate this ULA immediately at any time by written notice to User if User has breached any of the terms of this ULA. Upon termination, the license(s) to use the Software hereunder shall terminate and User agrees to promptly uninstall, destroy or return to In4BI all copies of the Software and Documentation and to certify in writing that all known copies, including backup copies, have been uninstalled, destroyed or returned to In4BI. All provisions relating to confidentiality, In4BI's ownership and proprietary rights, limitations of liability, disclaimers of warranties, waiver, audit and governing law and jurisdiction shall survive the termination of this ULA. Termination shall not affect or prejudice either party's rights accrued as at the date of termination.

8. Confidentiality

User agrees to hold in confidence Confidential Information until User receives written notice from In4BI that the Confidential Information ceases to be confidential. User further agrees that User shall not use Confidential Information except to the extent necessary to exercise the license granted to User by In4BI hereunder. User will protect Confidential Information from unauthorized distribution and use with the same degree of care that User uses to protect its own like information, but in no event less than a reasonable degree of care. User acknowledges and agrees that, due to the unique nature of the Confidential Information, there can be no adequate remedy at law for breach of this Section 8 and that such breach would cause irreparable harm to In4BI; therefore In4BI will be entitled to seek immediate injunctive relief, in addition to any remedies otherwise available at law or under this ULA.

9. Verification and Audit

9.1. Verification.

At In4BI's written request, but not more frequently than once annually, User shall furnish In4BI with a document signed by User's authorized representative verifying that the Software is being used pursuant to the terms of this ULA and the Documentation. In the event that User is not in compliance with the terms of this ULA, User shall promptly report any discrepancies in the verification document. User agrees to implement reasonable security controls to ensure compliance with the intended use of the Software authorized by this ULA.

9.2. Audit.

During the term of this ULA and for a period of one (1) year thereafter, upon In4BI's written request, but no more frequently than once per year, In4BI or an independent and reputable agent or accounting firm chosen by In4BI will be provided reasonable access during User's normal business hours to examine User's records and computer equipment, at In4BI's expense, for the purpose of auditing User's obligations under this ULA. In4BI's written request for audit will be submitted to User at least fifteen (15) days prior to the specified audit date. If User is not in material compliance with the terms of this ULA, then notwithstanding any rights or remedies available to In4BI in respect of such non-compliance, User shall reimburse In4BI for the expenses incurred by In4BI in conducting the audit.

10. General Provisions

10.1. Definitions.

10.1.1.

"Affiliate" means any entity which controls, is controlled by, or is under common control with In4BI or User, as applicable, where "control" means the legal, beneficial or equitable ownership of at least a majority of the aggregate of all voting equity interests in such entity, but only for so long as such control exists.

10.1.2.

"Authorized Contractor" means any third-party contractor(s) or service provider(s) authorized by User to perform services for User.

10.1.3.

"Authorized Third Party" means any non-employee external third party located outside User's firewall that is authorized by User to use the Platform Manager(R) Application.

10.1.4.

"Availability Date" means the later of the dates when: (i) the Software is made available for download by User from In4BI's website; and (ii) the license keys for that Software are made available to User.

10.1.5.

"Confidential Information" means any confidential or proprietary information which relates to In4BI's trade secrets, Software, source code for the Software, the Documentation, services, deliverables, training materials, technology, research, development, pricing, product plans, marketing plans, business information, proprietary materials including visual expressions, screen formats, report formats, design features, ideas, methods, algorithms, formulae, and concepts used in the design and all future modifications and enhancements. Confidential Information shall also include third party data or information that was disclosed to User under a duty of confidentiality. Confidential Information also includes any information, in whatever form, disclosed or made available by In4BI to User that relates to or is contained within In4BI Confidential Information and that is not publicly known. Confidential Information does not include information that: (i) enters the public domain through no fault of User; (ii) is communicated to User by a third party under no obligation of confidentiality; (iii) has been independently developed by User without reference to any Confidential Information; (iv) was in User's lawful possession prior to disclosure and had not been obtained either directly or indirectly from In4BI; and (v) is required to be disclosed by law, provided User has promptly notified In4BI in writing of such requirement and allowed In4BI a reasonable time to oppose such requirement.

10.1.6.

"Covered Jurisdiction" means the jurisdiction corresponding to the In4BI entity contracting party under this ULA.

10.1.7.

"Documentation" means the then-current User documentation published and made generally available by In4BI for the Software in the form of manuals and function descriptions in printed or electronic form, as the same may be modified by In4BI from time to time. The terms contained in this Documentation are hereby incorporated into this Agreement by reference.

10.1.8.

"Permitted Affiliate" means an Affiliate of User that is permitted to use the Software and Documentation in accordance with Section 2.2.

10.1.9.

"Platform Manager(R) Application" means any program or other application (e.g., script) that is designed to integrate and be used with the Software and that allows Users to request, update and manipulate data which is displayed via the Software and to generate reports and other information from such data.

10.1.10.

"Reseller" means the In4BI authorized reseller from which User has purchased the Software.

10.1.11.

"Software" means: (i) the version of In4BI's proprietary Platform Manager(R) software in object code form licensed under this ULA; and (ii) any Updates thereto made available to Users who are current on their maintenance fees.

10.1.12.

"Third-party IP Claim" means any claim, suit or proceeding brought by a third party to the extent such claim, suit or proceeding is based upon an allegation that the Software, unmodified and in the form originally delivered to User by In4BI directly infringes (i) any copyright, trademark, or trade secret, or (ii) any patent issued as of the effective date of this ULA, and in the case of each of (i) and (ii), only if such direct infringement occurs in any Covered Jurisdiction.

10.1.13.

"Updates" means any error corrections (patches) to the Software or a new version or new release of the Software, as the context requires, that In4BI makes generally available to its customers at no additional charge who are current on their maintenance fees. Updates shall not include new or separate products, including, without limitation, any new version, which In4BI offers only for an additional fee to its customers generally, including those customers who have purchased maintenance.

10.1.14.

"View" means to view reports, data and other information as displayed via a Platform Manager(R) Application within the Software, but not to create, update or share any data, or administer any field changes to or in connection with the Software.

10.2. Assignment.

User will not assign or transfer this ULA or its rights and obligations under this ULA to any party without the prior written consent of In4BI. For purposes of this Section 10.2, any change of control of User, whether by merger, sale of equity interests, or otherwise, will constitute an assignment requiring the prior written consent of In4BI. Any attempt by User to assign this ULA or its rights and obligations hereunder in violation of this Section 10.2 will be null and void, and will constitute a material breach of this ULA.

10.3. Entire Agreement.

To the extent permitted by law, this ULA supersedes all prior or contemporaneous agreements or representations including all non-disclosure or confidentiality agreements, whether written or oral, concerning the subject matter hereof. No addition to, or modification of, any provision of this ULA shall be binding upon

the parties unless expressly stated to amend the terms hereof and approved by a duly authorized representative of each party. User represents and acknowledges that in entering into this ULA it did not rely on any representations (whether innocent or negligent), warranties, or terms other than those expressly set forth in the Documentation and this ULA. The English language version of this ULA shall be the version used when interpreting or construing this ULA.

10.4. Export Controls.

10.4.1.

User acknowledges that the license to use the Software hereunder may be subject to the export control laws of the United States which may include, without limitation, the United States Export Administration Regulations, the Trading With the Enemy Act, the International Emergency Economic Powers Act, the Arms Export Control Act and regulations promulgated by the United States Department of the Treasury's Office of Foreign Assets Control ("OFAC"), as amended from time to time (collectively, the "Export Control Laws"). User agrees that all actions taken by User in furtherance of fulfillment of this ULA will be in compliance with applicable Export Control Laws. User agrees to comply with all applicable Export Control Laws. In addition, User agrees that it will not export, reexport, transfer or license any Software to any parties that are named as a "Specially Designated National" or "Blocked Person" as designated by the OFAC (which is currently published under the Internet address <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

10.4.2.

If User knows, or if acting reasonably, should know, that the Software could be exported, transferred or licensed in a manner violating applicable Export Control Laws, User shall immediately notify In4BI. Furthermore, if In4BI suspects or determines, in its sole and absolute discretion, that any sale of the Software to User may violate applicable Export Control Laws, User acknowledges and agrees that In4BI may refuse to accept such order for the Software and such refusal will not be a breach of this ULA.

10.4.3.

User agrees to defend, indemnify, and hold harmless In4BI and its Affiliates and their respective directors, officers, agents, employees, contractors, and assigns from and against any and all losses, liabilities, demands, claims, damages, suits, judgments, fines and penalties including attorney's fees which arise from or in connection with any violation by User of applicable Export Control Laws.

10.5. Compliance with Laws.

User agrees at all times to comply with applicable laws and regulations in its performance of this ULA, including, without limitation, the provisions of the United States' Foreign Corrupt Practices Act ("FCPA") and the United Kingdom's Bribery Act 2010 ("Bribery Act"). User will indemnify, defend and hold harmless In4BI and its

respective officers, agents and employees from and against any and all losses, costs, claims and other liabilities arising out of, relating to or resulting from User's failure to comply with the provisions of applicable laws or the FCPA or the Bribery Act.

10.6. Governing Law and Jurisdiction.

This ULA is governed by the law of the jurisdiction set out in Table 1 corresponding to the In4BI entity contracting party under this ULA identified in Table 1 (excluding the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded). Any suit, action or proceeding arising out of or relating to this ULA (including any non-contractual dispute or claim) will be brought before the courts or arbitration board set out in Table 1 corresponding to the In4BI entity contracting party under this ULA identified in Table 1 and the parties hereby expressly and irrevocably submit to the jurisdiction of such courts for the purpose of any such suit, action, or proceeding.

10.7. Waiver of Jury Trial.

TO THE EXTENT USER IS ABLE TO WAIVE SUCH RIGHT UNDER APPLICABLE LAW, User expressly waives any right to a jury trial regarding disputes related to this ULA.

10.8. Notices.

All notices and other communications given or made pursuant to this ULA concerning a breach, violation or termination hereof will be in writing and will be delivered: (a) by certified or registered mail; (b) by an internationally recognized express courier; or (c) by facsimile, with confirmation of successful transmission. All notices or other communications to In4BI shall be addressed to: the In4BI entity contracting party under this ULA identified in Table 1, ATTENTION: LEGAL DEPARTMENT. All notices to User shall be sent to the address provided by User to the Reseller.

10.9. Relationship between the Parties. In4BI is an independent contractor.

Nothing in this ULA shall be construed to create an agency, joint venture, partnership, fiduciary relationship, joint venture or similar relationship between the parties.

10.10. Severability.

If any provision of this ULA is invalid or unenforceable, that provision shall be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its invalidity or unenforceability, and the other provisions of this ULA shall remain in full force and effect. Any term which refers to a legal concept or process which exists in one jurisdiction shall be deemed to include a reference to the equivalent or analogous concept or process in any other jurisdiction in which this ULA may apply or to the laws of which a party may be or become subject.

10.11. Successors.

All terms of this ULA shall be binding upon, inure to the benefit of, and be enforceable by and against the respective successors and permitted assigns of In4BI and User.

10.12. Waiver.

No term of this ULA shall be deemed waived and no breach or default excused unless such waiver or excuse shall be in writing and signed by the party issuing the same.

10.13. Limitation.

No action, regardless of form, arising out of this ULA may be brought by User more than one (1) year after the cause of action arose.

10.14. US Government Restricted Rights.

If the Software is acquired by or on behalf of a unit or agency of the United States Government, User agrees that such Software or Documentation is "Commercial computer software" or "commercial computer software" or "commercial computer software documentation" and that, absent a written agreement to the contrary, the United States Government's rights with respect to such Software are limited by the terms of this ULA, pursuant to FAR 12.212(a) and/or DFARS 227.7202-1(a), as applicable.