TRICENTIS

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GENERAL TERMS AND CONDITIONS

1. SCOPE AND DEFINITION

1.1 **Scope.** These Tricentis General Terms and Conditions shall apply to the licensing of the Tricentis Software as well as the provision of the Platform Service and Service to Customer, as ordered by Customer in the Order.

1.2 **Definitions.** Capitalized terms not otherwise defined shall have the meaning set forth in this section.

1.2.1 "**Acceptance Date**" means the date on which Customer signs the Order.

1.2.2 "**Affiliate**" means any individual, corporation, partnership, or business entity that controls, is controlled by, or is under common control by an entity with an ownership of more than 50% of the voting shares.

1.2.3 "**Agreement**" means these Tricentis General Terms and Conditions, the Order executed by the parties, and any schedule and appendices thereto.

1.2.4 "**Authorized User**" means a Customer employee or contractor who is authorized by Customer to use the Product.

1.2.5 "**Customer**" means the company defined in the Order, which orders the Product and/or to whom the Tricentis Software is licensed to and/or who accesses and uses the Platform Service, Service and/or the Deliverable.

1.2.6 "**Customer Material**" means any works, materials, content, or data provided to Tricentis by Customer in connection with, or as a result of, the Product.

1.2.7 "**Customer System**" means any system owned, operated, or managed by Customer or its Affiliate on which the Tricentis Software is installed or to which the Platform Service are connected with.

1.2.8 "**Deliverable**" means any work or material (including software, reports, test cases, or flow charts) delivered to Customer as described in or pursuant to the Order.

1.2.9 "**Documentation**" means Tricentis' standard written user documentation and/or handbooks that describe the design, functions, operation, or use of the Product.

1.2.10 "**Fee**" means any fees which Customer is required to pay in accordance with this Agreement.

1.2.11 "**Order**" means the Master Agreement/Order Form for Software Licenses or Platform Service or Service, or any other document as agreed by the parties, specifying the options chosen by Customer for the Product as well as Fees and additional conditions.

1.2.12 "**Platform Service**" means any Product made available by Tricentis to Customer as on-demand solution under the Order.

1.2.13 "**Product**" means collectively the Tricentis Software, the Platform Service and Service and/or Deliverables provided by Tricentis to Customer under the Order.

1.2.14 "**Service**" means any services performed to Customer pursuant to and as described in an Order.

1.2.15 "**Support**" means support services in connection with the Tricentis Software and/or the Platform Service under the respective support plan indicated in the Order.

1.2.16 "**Term**" means the duration of the Product and/or the Support as set forth in the Order.

1.2.17 "**Third-Party Software**" means software not owned by Tricentis and licensed to or used by Customer, whether supplied by Tricentis or a third party.

1.2.18 "**Tricentis**" means the Tricentis entity defined in the Order.

1.2.19 "**Tricentis Software**" means any Tricentis software, including its components as well as all available technology adapters with respect thereto as defined in and pursuant to the Order.

2. OWNERSHIP

2.1 **Intellectual Property Rights.** Any worldwide common law and statutory rights, whether arising under the applicable law or any other state, country, jurisdiction, government, or public legal authority, associated with (i) patents, utility models, and invention disclosures and applications therefor, (ii) trade secrets, or proprietary information, (iii) copyrights, copyrights registrations and applications thereof; (iv) trademarks and service marks, (v) industrial designs, (vi) all rights in databases and data collections; (vii) all moral and economic rights of authors and inventors, however denominated, (viii) rights to apply for, file for, certify, register, record, or perfect any of the foregoing, and (ix) any similar or equivalent rights to any of the foregoing (as applicable) shall mean "**Intellectual Property Rights**" hereunder.

2.2 **Ownership of Intellectual Property**. Tricentis retains all rights, title, and interest, including all Intellectual Property Rights, in and to the Product and Customer shall retain all rights, title, and interest in and to the Customer Systems and Customer Materials. Customer may not remove, alter, or obscure any proprietary rights notices contained in or affixed to the Tricentis Software and/or Deliverables.

2.3 **No Rights by Implication.** Except for the rights expressly granted in this Agreement, no license or right is granted to Customer by Tricentis by implication or otherwise.

2.4 **Open Source Component.** Customer acknowledges that certain software components of the Product may be covered by open source licenses as promulgated by the Open Source Initiative or as promulgated by the Free Software Foundation ("**Open Source Component**"). To the extent required by such open source license for respective Open Source Component, the terms of such license will apply to such Open Source Component in lieu of the relevant provisions of this Agreement. If such open source license prohibits any of the restrictions in this Agreement, such restrictions will not apply to such Open Source Component. Tricentis shall provide Customer with a list of Open Source Components upon Customer's request.

3. FEES

3.1 **Payment Terms**. Except as otherwise set forth in an Order, Fees will be due and payable thirty (30) days after Customer's receipt of an undisputed invoice. Customer shall provide Tricentis with accurate billing and contact information and notify Tricentis of any changes to such information. All fees are non-refundable and non-cancellable except as otherwise set forth herein.

3.2 **Fee.** Upon the renewal of the Order or Support, Tricentis reserves the right to modify the Fees payable by Customer upon sixty (60) days' prior written notice to Customer.

3.3 **Interest**. If any sum payable under this Agreement is not paid when due then, without prejudice to Tricentis' other rights under this Agreement, that sum will bear interest from the due date until the date when payment is received by Tricentis, both before and after any judgment at the rate of one and a half percent (1.5%) per month, subject to the maximum rate allowed by applicable law. In the event Customer in good faith disputes any amount due under any invoice issued by Tricentis, Customer shall pay the undisputed amount, and the parties shall use diligent efforts to resolve any such dispute.

3.4 **Taxes**. All payments, Fees, and other charges payable by Customer to Tricentis under this Agreement are exclusive of all sales, goods and services, value added tax, property, excise, or any other taxes, levies, and assessments of any jurisdiction (other than income tax). Customer shall bear all such taxes, levies, and assessments imposed on Customer or Tricentis arising out of this Agreement, excluding any tax based on Tricentis' net income.

4. WARRANTY AND LIABILITY

4.1 **Warranty**. Tricentis warrants to Customer that (i) the Tricentis Software will conform in all material respects to the Documentation in effect on the Acceptance Date during the first six (6) months of this Agreement, provided the Tricentis Software is used in accordance with the Documentation, (ii) the Platform Service will conform in all material respects to the Documentation in effect during the Term, (iii) the Service will be performed in a professional and workmanlike manner in accordance with standard industry practices, and that the Deliverables will conform in all material respects to the Documentation or specifications set forth in the Order for a period of ninety (90) days after the completion of the Service and delivery of the Deliverables, provided that the Deliverables are used in accordance with the Documentation. Notwithstanding any provision of this Agreement to the contrary, Tricentis shall not have any obligation under this section to the extent a nonconformity of the Product is the result of (a) the Product having been modified, repaired, or reworked by any party other than Tricentis or a third party on behalf of Tricentis, (b) any use of the Product in conjunction with another product or service not recommended in the Documentation, (c) any damage to the Product by power failure, fire, explosion, or any act of God or other cause beyond Tricentis' reasonable control, or (d) any use of or access to the Product not in conformance with the Documentation. Warranty is fully excluded in cases of free-of-charge (trial) use of the Product.

4.2 **Representation**. Each party represents that it has validly entered into this Agreement, and has the legal power to do so.

4.3 **Remedy.** If the Product does not conform to the warranty as provided in section 4.1, Tricentis will use commercially reasonable efforts to correct the nonconformity causing the warranty failure in the Product provided the failure can be recreated by the Customer or Tricentis. Customer shall notify Tricentis in writing, specifically describing the non-conformity of the Product within the warranty period and Tricentis shall verify the existence of such non-conformity before Tricentis proceeds to correct the non-conformity. For any breach of the warranty in section 4.1, Customer's sole and exclusive remedy will be as described in this section.

4.4 **DISCLAIMER**. EXCEPT AS EXPRESSLY PROVIDED IN <u>SECTION 4.1</u> TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PRODUCT IS PROVIDED BY TRICENTIS "AS IS", AND NEITHER TRICENTIS NOR ITS THIRD-PARTY LICENSORS MAKE ANY OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, BY STATUTE, USAGE, TRADE CUSTOM, OR OTHERWISE WITH RESPECT TO THE PRODUCT, AND TRICENTIS DISCLAIMS ANY AND ALL WARRANTIES, REPRESENTATIONS, OR CONDITIONS RELATING THERETO INCLUDING, WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR ANY INTENDED OR PARTICULAR PURPOSE. TRICENTIS DOES NOT GUARANTEE THAT THE PRODUCT WILL BE FREE OF DEFECTS, RUN ERROR-FREE OR UNINTERRUPTED OR MEET CUSTOMER'S REQUIREMENTS.

4.5 **LIABILITY**. EXCEPT FOR A BREACH OF <u>SECTIONS 9.1, 10.1, OR 11.1</u>, INDEMNIFICATION LIABILITY UNDER <u>SECTION 5</u>, A BREACH OF <u>SECTION 6</u>, OR IN THE EVENT OF DAMAGE CAUSED INTENTIONALLY OR BY GROSS NEGLIGENCE OR OF DEATH, BODILY INJURY OR DAMAGE TO HEALTH, NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, REGARDLESS OF THE FORM OR CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, OR THE NUMBER OF CLAIMS AND TO THE EXTENT PERMITTED BY APPLICABLE LAW (i) NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY, FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES, ANY LOSS OF REVENUES OR PROFITS, LOSS OF DATA OR ANY COST OF COVER ARISING OUT OF THIS AGREEMENT, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (ii) EACH PARTY'S LIABILITY FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT WILL BE LIMITED TO THE FEES ACTUALLY PAID OR PAYABLE BY CUSTOMER FOR THE PERFORMANCE THAT ARE THE SUBJECT OF SUCH CLAIM WITHIN TWELVE (12) MONTHS PRECEEDING THE DATE OF THE CLAIM. THE PARTIES AGREE THAT THIS SECTION REFLECTS A REASONABLE ALLOCATION OF RISK BETWEEN THE PARTIES IN LIGHT OF THE TERMS OF THIS AGREEMENT. THIS LIMITATION OF LIABILITY WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREUNDER.

5.   INDEMNITY

5.1 **Indemnity of Customer**.

5.1.1 Tricentis shall defend, or at Tricentis' option, settle, any claim, demand, suit, or proceeding made or brought against Customer, its directors, employees, and agents by a third party alleging that the use of the Product in accordance with this Agreement infringes such third party's Intellectual Property Rights ("**Claim Against Customer**"), and shall indemnify Customer from any and all costs, damages, liabilities, losses, and expenses (including reasonable attorneys' fees) finally awarded against Customer as a result of, or for amounts paid by Customer under a court-approved settlement of a Claim Against Customer, provided that Customer (i) promptly gives Tricentis written notice of the Claim Against Customer, (ii) gives Tricentis sole control of the defense and settlement of the Claim Against Customer, and (iii) gives Tricentis all reasonable assistance. Customer may, at its expense, participate in any such action, suit, or claim with counsel of its choice.

5.1.2 If Tricentis receives information about an infringement claim related to the Product, Tricentis may in its discretion and at no cost to Customer (i) modify the Product so that it no longer infringes, without breaching the warranty set forth in <u>section 4.1,</u> (ii) obtain a license for Customer's continued use of the Product in accordance with this Agreement, or (iii) terminate this Agreement upon thirty (30) days' written notice and refund Customer as follows: (a) as it relates to perpetual software licenses, refund the amount paid by Customer for the Tricentis Software as depreciated on a straight line basis over a five (5) year period, upon return or certified destruction of the Tricentis Software, (b) as it relates to subscription licenses, refund the prepaid but unused subscription fee that corresponds to the period of license discontinuation upon return or certified destruction of the Tricentis Software or discontinuation of the Platform Service, and (c) for Services or Deliverables, refund the prepaid but unused fees that corresponds to such discontinuation.

5.1.3 The above obligations do not apply to the extent a Claim Against Customer arises from: (i) Customer Materials, (ii) Customer's material breach of this Agreement which gave rise to the Claim Against Customer, (iii) use of the Product in combination with technology not provided by Tricentis, or (iv) compliance with any requirements or specifications set forth in Customer Materials and/or (v) a Third-Party Software.

5.2 **Indemnity of Tricentis**. Customer shall defend, or at Customer's option, settle, any claim, demand, suit, or proceeding made or brought against Tricentis, its directors, employees, and agents by a third party arising out of (i) Customer's material breach of this Agreement, or (ii) Customer's operation of the Customer Systems ("**Claim Against Tricentis**"), and shall indemnify Tricentis from any and all costs, damages, liabilities, losses, and expenses (including reasonable attorneys' fees) incurred by or awarded against Tricentis as a result of, or for amounts paid by Tricentis under a court-approved settlement of a Claim Against Tricentis, provided that Tricentis (a) promptly gives Customer written notice of the Claim Against Tricentis, (b) gives Customer control of the defense and settlement of the Claim Against Tricentis, and (c) gives Customer all reasonable assistance. Tricentis may, at its expense, participate in any such action, suit, or claim with counsel of its choice.

5.3 **Exclusive Remedy**. This section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for relevant claims as described in this section.

6.   CONFIDENTIAL INFORMATION AND DATA PRIVACY

6.1 **Confidential Information.** Any information furnished to one party ("**Recipient**") by the other party ("**Discloser**") that (i) is marked at

the time of disclosure as being "Confidential" or words of similar import or (ii) is identified orally as being confidential or proprietary, or (iii) is of such a nature or the circumstances of the disclosure are such that a reasonable person would understand that the information should be treated as confidential ("**Confidential Information**"). The Product and Documentation will be deemed Tricentis' Confidential Information regardless of whether so marked. Confidential Information will not include information that Recipient can demonstrate by contemporaneous records (a) was rightfully known by Recipient prior to the date it was disclosed by Discloser, (b) is lawfully disclosed to Recipient without obligation of confidentiality by a third party, (c) becomes generally known to the public through no act or omission on the part of Recipient, or (d) is independently developed by Recipient without reference to or reliance upon any Confidential Information of Discloser.

6.2 **Use Restriction and Disclosure.** The Recipient shall (i) not use Confidential Information of the Discloser for any purposes other than for performing its obligations or exercising its rights under this Agreement and (ii) hold such Confidential Information in strict confidence and protect such Confidential Information with the same degree of care (but no less than a reasonable degree of care) the Recipient uses to protect its own Confidential Information. Notwithstanding the foregoing, the Recipient may disclose Confidential Information of the Discloser (a) to the Recipient's directors, officers, or legal or business advisors to the extent reasonably necessary to carry out its obligations or exercise its rights under this Agreement, provided that such directors, officers, employees, or agents are legally bound to maintain such information as confidential as required by this section, or (b) if required to be disclosed by the Recipient pursuant to a judicial or governmental statute, rule, or order, provided that the Recipient gives sufficient notice (to the extent permissible) to seek a protective order or injunction or other opportunity to limit disclosure, and the Recipient shall disclose only such Confidential Information as is required to be disclosed. All Customer Personal Data as defined in section 6.3 shall be deemed to be Customer's Confidential Information.

6.3 **Data Protection**. Each party warrants that it shall use, collect, store and/or process personal data as defined under and in accordance with any applicable data privacy laws ("**Personal Data**").

6.4 **Data Collection**. Tricentis will not collect any Personal Data of Customers' employees, clients or any other related natural person, unless necessary to fulfill its contractual obligations under this Agreement. In the event that Customer intends to use and/or transmit Personal Data in accordance with the Product, Customer shall inform Tricentis with written notice prior to using and/or transmitting such Personal Data to Tricentis and Tricentis will provide Customer with a written confirmation of such receipt of Personal Data. Customer shall (i) not share or transmit any Personal Data to Tricentis unless strictly necessary and/or (ii) limit any transfer of Personal Data to Tricentis to the minimum required for the performance of this Agreement.

7. TERM AND TERMINATION

7.1 **Term**. This Agreement will remain in effect during the term of any unexpired Order, unless terminated earlier in writing pursuant to the terms of this section. For the avoidance of doubt, upon the renewal of an Order, this Agreement shall be applicable to the parties to the extent of any variations set out in the Order.

7.2 **Termination For Convenience.** Upon expiration of the Term of the Product or Support, the Term shall automatically renew for successive periods of twelve (12) months each, unless either party cancels such renewal by notifying the other party at least sixty (60) days prior to the expiration of the then-current term, unless otherwise agreed in the Order.

7.3 **Termination for Breach**. Either party may terminate this Agreement immediately upon written notice to the other party, if the other party is in material breach of this Agreement and fails to correct the breach thirty (30) days following written notice from the other party specifying the breach. Notwithstanding anything to the contrary, Tricentis may, alternatively suspend the Product, if Customer violates the restrictions set forth in sections 9.1, 10.1 or 11.1 or if any undisputed sum payable under this Agreement is past due for longer than thirty (30) days.

7.4 **Termination for Insolvency**. Either party may terminate this Agreement immediately upon written notice to the other party if the other party has a receiver appointed, or an assignee for the benefit of creditors or in the event of any insolvency or inability to pay debts as they become due by the other party, except as may be prohibited by applicable bankruptcy laws.

7.5 **Effect of Termination.** Expiration or termination of this Agreement will not relieve any party of its obligations to pay any amounts accrued or otherwise owed under this Agreement. Upon termination or non-renewal of this Agreement, all licenses or rights granted to Customer hereunder shall terminate and Customer shall not use the Product, and Tricentis shall have no further obligation to provide the Product. Upon termination of an Order for Services, Customer shall pay Tricentis any unpaid fees and expenses incurred on or before the termination date on a time and material basis, based on the rates agreed in the Order. In addition, no later than ten (10) calendar days after termination or non-renewal, each party shall return all Confidential Information in its possession or control to the other party, or, destroy, and certify the destruction of, the same. Any provision that is intended to continue after termination shall not be affected by the termination of this Agreement.

8. MISCELLANEOUS

8.1 **Notices**. All notices shall be in writing and addressed to the registered office of the parties as set out in the Order or to such address as either party may later provide in writing to the other party by certified or registered mail, courier, fax or by email.

8.2 **Publicity**. For sole marketing and promotional purposes, Customer agrees that Tricentis may identify Customer as a Tricentis customer in Tricentis' promotional, marketing or other materials and refer to Customer by name, trade name and trademark as applicable. Customer hereby grants Tricentis a license to use Customer's name and applicable trademarks in accordance with this section.

8.3 **Non-Solicitation**. During the term of this Agreement and for one year thereafter, neither party will solicit any of the other party's employees or contractors to leave their current employment or engagement with the other party. The placement of general employment solicitations and advertisements in public media (e.g. newspapers, company website postings, internet recruiting sites), or the engagement of a recruiting firm who solicits the other party's employees as part of a general solicitation effort, without any direction from the hiring party to solicit individuals from such other party, will not constitute a breach of the terms of this section.

8.4 **Injunctive Relief**. Each party acknowledges and agrees that any breach of its obligations with respect to Confidential Information and Intellectual Property Rights may cause substantial harm to the other party that could not be remedied by payment of damages alone. Accordingly, the other party will be entitled, in addition to any other rights or remedies, to seek injunctive relief in any jurisdiction where damage may occur.

8.5 **Exports**. Customer shall comply with all applicable export control laws, rules, and regulations with respect to its use of the Product, including the Export Administration Regulations promulgated by the U.S. Department of Commerce. Without limiting the foregoing, Customer shall not export or re-export all or any part of the Product without Tricentis' prior written consent.

8.6 **No Waiver**. Neither party's failure or delay in exercising any of its rights will constitute a waiver of such rights unless expressly waived in writing.

8.7 **Relationship**. The relationship between the parties is that of independent contractors, and nothing contained in this Agreement will be construed to constitute as agents, partners, joint ventures, or otherwise as participants in a joint undertaking.

8.8 **Force Majeure**. Neither party will be deemed to be in breach of any provision of this Agreement for any failure in Product resulting from acts or events beyond that party's reasonable control, including but not limited to (i) fires, explosions, earthquakes, drought, tidal waves and floods, (ii) war, hostilities, invasion, act of foreign enemies, mobilization, requisition, or embargo, (iii) rebellion, revolution, insurrection, or military or usurped power, or civil war, (iv) contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly, (v) riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of Tricentis or its subcontractors ("**Force Majeure**"). If Force Majeure continues for more than sixty (60) days preventing a party from performing, either party may terminate this Agreement upon written notice to the other party.

8.9 **Assignment.** Neither this Agreement nor any rights granted hereunder may be assigned or otherwise transferred (whether by operation of law or otherwise), in whole or in part, by either party, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. However, no such consent will be required in the event of an assignment to either party's Affiliate, or a merger or a sale of substantially all of a party's assets; provided that the assigning party provides notice as soon as reasonably practicable. The right of assignment granted herein shall apply only to the business of Customer as it existed prior to such assignment or sale. Any attempted assignment will be void and of no effect unless permitted by the foregoing. This Agreement shall inure to the benefit of the parties' permitted successors and assigns.

8.10 **Severability**. If any provision of this Agreement is held to be invalid or unenforceable, such provision will be interpreted in a manner that best reflects the parties' intentions, and the remaining provisions of this Agreement will remain in full force and effect.

8.11 **Entire Agreement**. This Agreement constitutes the entire agreement between Tricentis and Customer regarding the subject matter hereof and supersedes all prior oral and written communications. It may be executed in one or more counterparts, all of which together will be considered one and the same and may be executed and delivered by facsimile or electronic signature. All amendments or modifications to this Agreement must be in writing and signed by authorized representatives of both parties, however, the Tricentis Sales General Terms and Conditions may also be incorporated by way of reference in an Order. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be (1) the Order, (2) these Tricentis General Terms and Conditions, and (3) the Documentation.

8.12 **Governing Law and Jurisdiction.** This Agreement shall be governed by the laws of the country/state in which the Tricentis entity as specified in the Order is incorporated, without reference to conflict of laws principles. The place of jurisdiction shall be where the registered office of the Tricentis entity as specified in the Order is located. This Agreement excludes the United Nations Convention on Contracts for the International Sale of Goods.

8.13 **Subsequent Arbitration.** If there is no bilateral treaty regarding litigation and enforcement between the states where the parties are located, each party consents to all disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules and such arbitration shall be final binding and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of the arbitration shall be as set forth in section 8.12, and the arbitration language shall be English.

8.14 **Ultimate Federal Government Provisions.** Tricentis will provide the Product, including related Documentation and technology for

ultimate federal government end use solely in accordance with the following: government technical data and software rights related to the Product include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with Tricentis to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

8.15   **Australian Consumer Law.** Nothing in this Agreement excludes, restricts or modifies the application of Part 3-2 Div. 1 of the Australian Consumer Law as set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth) ("**ACL**"). To the fullest extent permitted by law, Tricentis' liability for any breach of a consumer guarantee implied by the ACL (and which cannot be excluded) shall be limited to any one or more of the following (as determined by Tricentis in its absolute discretion) (i) in the case of goods, the replacement repair or payment of the cost of replacement or repair of the goods, and (ii) in the case of services, supplying the services again or payment of the cost of having the services supplied again.

PART A

9.   TRICENTIS SOFTWARE

9.1   **License Usage Rights and Restrictions**.

9.1.1   Subject to payment by Customer of the Fees, Tricentis hereby grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable license for worldwide use of the Tricentis Software during the Term, on Customer Systems in executable form, solely for Customer's internal business purposes. Tricentis shall make a copy of the Tricentis Software electronically available to Customer for download.

9.1.2   The Tricentis Software may not be simultaneously used by Customer, in the aggregate, by more than the quantity of licenses granted. Access credentials for the Tricentis Software may not be shared with third parties. Customer shall be responsible for all use of the Tricentis Software by Authorized Users.

9.1.3   Customer shall not (and not allow or assist any third party to) and will not authorize or encourage Authorized Users to (i) modify, adapt, translate, create derivative works of, reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of, any part of the Tricentis Software, any header files or class libraries contained in any part of the Tricentis Software, (ii) sell, resell, license, sublicense, distribute, rent or lease any part of the Tricentis Software or include any part of the Tricentis Software in a service bureau or outsourcing offering, or otherwise encumber the Tricentis Software with any lien or grant a security interest in the Tricentis Software, (iii) publish or otherwise disclose to any third party any results of any benchmark or other performance tests of the Tricentis Software, (iv) remove, alter, or obscure any proprietary rights notices contained in or affixed to the Tricentis Software and (v) use the Tricentis Software in any hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of products could lead directly to death, personal injury, or severe physical or environmental damage.

9.2   **License Support**. Subject to the payment of the Fee in the applicable Order, Tricentis shall provide Customer with Support in respect for the Tricentis Software for the Term.

9.3   **License Backups**. Except for maintaining a single archival copy of the Tricentis Software for backup purposes only, Customer shall not make copies of the Tricentis Software. Nothing herein shall limit or restrict Customer from providing Authorized Users with copies of the Documentation for their internal use, in connection with the license granted in this section.

9.4   **Third-Party Software**. Customer is solely responsible for the installation, maintenance, repair, use, and upgrade of Third-Party Software the Tricentis Software is used with. Tricentis disclaims all warranties of any kind with respect to such Third-Party Software.

9.5   **License Escrow**. In the event Tricentis shall become bankrupt, insolvent or dissolved and Tricentis' rights and obligations under this Agreement shall not be assumed by a successor, Customer shall be entitled to require the release of the most recent version of the source code for the Tricentis Software from escrow for the sole purpose of enabling the continued use of the Tricentis Software, subject to the terms of this Agreement, and for no other purpose. Such use shall only be permitted until the license is otherwise terminated in accordance with the terms of section 7 by Tricentis or its trustee, administrator, receiver, or liquidator as the case may be, and provided that Customer paid the Fees and that a support agreement relating to the Tricentis Software is in force.

9.6   **Software Use Data Protection**. Provision of the Tricentis Software regarding data protection is subject to section 6. Customer remains solely responsible for the Customer Materials and/or any Personal Data, processed by using the Tricentis Software.

PART B

10.   PLATFORM SERVICE

10.1   **Platform Service Usage Rights and Restrictions.**

10.1.1 Subject to payment by Customer of the Fees, Tricentis hereby grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable, worldwide license to use the Platform Service during the Term, solely for Customer's internal business purposes. Tricentis shall execute, perform or otherwise make available the Tricentis Software as Platform Service over the Internet.

10.1.2 The Platform Service may not be simultaneously accessed by Customer, in the aggregate, by more than the quantity of licenses granted. Access credential for the Platform Service may not be shared with third parties or by and between Authorized Users or other Customer's employees or contractors. Customer shall be responsible for all use of the Platform Service by Authorized Users.

10.1.3 Customer shall not (and not allow or assist any third party to), and will not authorize or encourage Authorized Users to use the Platform Service (i) in a way prohibited by law, regulation, governmental order or decree, (ii) to violate the rights of others, (iii) to try to gain unauthorized access to or disrupt any service, device, data, account or network, (iv) publish or otherwise disclose to any third party any results of any benchmark or other performance tests of the Platform Service (v) to spam or distribute malware in a way that could harm the Platform Service or impair anyone else's use of it, (vi) in any hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in any application or situation where failure of the Platform Service could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage.

10.2 **Platform Service Support.** Tricentis shall provide Customer with Support in respect for the Platform Service as part of the Fees at no additional charge for the Term. All Updates and Upgrades for the Platform Service within the Term will be conducted by Tricentis.

10.3 **Platform Provider.** In order to provide the Platform Service, Tricentis may outsource Platform infrastructure and retain services from Platform service providers ("**Platform Provider**"). Tricentis discloses its Platform Provider on the Platform Service infrastructure. Tricentis may change, discontinue or replace Platform Providers, provided there is no material change to, discontinuation or termination of the Platform Service or applicable data protection standards. Any transition to a different Platform Provider shall be announced at least one month in advance.

10.4 **Platform Service Data Protection.** Provision of the Platform Service regarding data protection is subject to section 6. Customer shall maintain reasonable security standards for the use of the Platform Service by Authorized Users. Customer remains solely responsible for the Customer Materials and/or any Personal Data, processed in connection with the provision of Platform Service.

PART C

11. SERVICE

11.1 **Service Usage Rights and Restrictions**.

11.1.1 Subject to the payment by Customer of the Fees, Tricentis hereby grants Customer a limited, non-exclusive, non-sublicensable, non-transferable, worldwide license to use the Deliverables solely for Customer's internal business purposes. Tricentis shall perform the Service, and shall provide the Deliverables as described in the Order on a time and material basis.

11.1.2 Customer shall not (i) reverse engineer, disassemble, decompile, or attempt to circumvent any restrictions in the Deliverables, (ii) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, offer as a service, or otherwise make the Deliverables available to any third party, or (iii) use the Deliverables in violation of applicable laws or regulations. If the Order indicates any responsibilities on the part of Customer, Tricentis' obligations related thereto will be subject to the complete and timely performance by Customer of such responsibilities. Customer shall be responsible for all use of the Deliverables by Authorized Users.

11.2 **Service Expenses**. Customer shall reimburse Tricentis for reasonable actual travel and living expenses of its personnel engaged in the performance of the Service at locations other than Tricentis facilities, together with other reasonable out-of-pocket expenses incurred in connection with performance of the Service. Tricentis shall adhere to any travel policy reasonably promulgated by Customer.

11.3 **Service License to Tricentis**. For the sole purpose of providing the Service, Customer hereby grants Tricentis and its Affiliates and subcontractors a worldwide, non-exclusive, revocable license to use Customer Materials.

11.4 **Service Third-Party Material.** For all materials designated as "Third-Party Materials" on an Order, the parties acknowledge that such materials will be necessary for Tricentis to perform the Service or provide the Deliverables, and Customer shall be solely responsible for obtaining necessary licenses or rights to the Third-Party Materials.

11.5 **Service Change Order.** If the parties mutually agree to change or extend the terms of an Order, including but not limited to the type or amount of Service to be performed, the parties shall prepare and execute a writing ("**Change Order**") stating, at a minimum (i) the effective date of the Change Order, (ii) the specific changes, with reference to the affected sections of the Order, and (iii) the effect of the changes on any Fees or other amounts described in, and to be paid under, the Order. Once executed, a Change Order will be incorporated into the Order.