

SYNCSORT INCORPORATED SOFTWARE LICENSE AGREEMENT

This Software License Agreement (“SLA”) is a legal agreement between you (either an individual or an entity, referred to herein as “you” or “Customer”) and Syncsort Incorporated (“Syncsort”) concerning the Software (as defined below). The rights and obligations of Syncsort under this SLA may be exercised and performed by Syncsort or a Syncsort Affiliate (as defined below) or any third party authorized in writing by Syncsort or any of its Affiliates. “Affiliate” means any entity that, directly or indirectly, through one or more intermediaries, is controlled by, or is under common control with Syncsort, and for purposes of this definition, "control" means the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise, with direct or indirect ownership of more than fifty percent (50%) of the voting securities or other equivalent interests of an entity, and "controlled by" and "under common control with" have correlative meanings.

The Software is the proprietary product of Syncsort, its Affiliates or its or their suppliers and is protected by copyright, trademark, trade secret, patent and other intellectual property laws and international treaties. By opening the packaging, downloading, indicating your acceptance of this SLA or an Order Document (as defined below) on-screen, online or offline, or installing and/or using the Software, you are agreeing to be bound by the terms of this SLA. Syncsort shall be deemed to have accepted this SLA or an Order Document by written acceptance of the aforementioned documents or by Syncsort’s specific performance of its obligations assumed therein (including but not limited to, delivery of license keys to Customer and/or providing Customer with access to the Software). If you do not agree to the terms of this SLA, (a) you may not use the Software

and you must discontinue any further installation of the Software, and (b) you must promptly return to Syncsort, or destroy, the uninstalled Software (including all accompanying materials). Each party agrees that the electronic signatures of the parties included in this SLA are intended to authenticate this writing and to have the same force and effect as manual signatures, and the parties hereby acknowledge and agree that electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record.

1. CONTROLLING LANGUAGE. The controlling language of this SLA will be English. *Les parties aux présentes confirment leur volonté que cette convention de même que tous les documents y compris tout avis qui s'y rattache, soient rédigés en langue anglaise.* (Translation: "The parties confirm that this agreement and all related documentation is and will be in the English language.") Syncsort has provided translations in Spanish, French, German, Portuguese, Japanese, Italian, Russian, Korean and Chinese solely for the convenience of Customer.

2. SCOPE. The term "Software" as used in this SLA means the computer software described in the Order Document (as defined below), any updates, additions, or enhancements thereof or thereto that may be provided or made accessible by Syncsort (including without limitation any replacement provided or made accessible as an update or enhancement), and any resulting work provided by Syncsort in connection with Professional Services (as defined below) (except with regard to any preexisting material of Customer incorporated therein), and any backup copy of any of the foregoing made in compliance with this SLA. The Software may be provided as a Full-Use Version, Trial Version, as specified by Syncsort when the Software is provided or made accessible, or as otherwise established pursuant to the provisions of this SLA.

3. LICENSE AND SERVICE PROVISIONS .

(a) Grant of License. Subject to the terms and conditions of this SLA, Syncsort hereby grants you a non-exclusive, non-transferable, non-sublicensable right and license (“Software License”) to access and use the Software and Documentation (as defined below) within the Territory in accordance with the term, licensed configuration, use, and other parameters specified in the applicable Order Document. Such use is limited to your internal use. The Software License shall be limited solely to the object code of the Software with no license or rights granted to you with respect to any source code. The term “Territory” means the geographic area (if any) identified on the Order Document for which the Software has been authorized for use by Syncsort and for which the applicable fees have been paid , subject to the terms and conditions of this SLA. The term “Order Document” means the order form for the Software or services related to the Software, as accepted by Syncsort in connection with this or the then current SLA including the applicable product specific terms or mutually agreed terms in a purchase order (such as term, fees, payment terms, license type and software maintenance terms accepted by Syncsort in connection with this SLA, but excluding any pre-printed terms). If no Order Document has been accepted by Syncsort, then the Software shall be deemed a Trial Version. The Software License granted herein is conditional on timely payment in full of all applicable invoices and charges. "Documentation" means Syncsort's user manuals, handbooks, and guides relating to the Software if provided by Syncsort to you either electronically or in hard copy form .

(b) Trial Versions. If the Software was provided to you on a no-charge basis pursuant to download of a Syncsort trial program from a Syncsort website or pursuant to an Order Document (a “Trial Version”), then the Software may be used solely for evaluation purposes for the period specified by Syncsort at the time of delivery or as set forth on the Order Document, and if no such period has been specified, then for a period of fourteen (14) days (the “Trial Period”). Trial Version Software may not be used for any development, commercial, or production purpose. Further, in the

event you have acquired a Trial Version, you must purchase a commercial license for the applicable full use version of the Software pursuant to an Order Document (i) if you wish to use the Software after the end of the Trial Period, or (ii) if you wish to use the Software for any development, commercial, or production purpose (each of (i) and (ii), “Production Use” or “Full-Use Version”).

(c) Professional Services. Subject to and conditioned on your payment of fees and compliance with the terms and conditions of this SLA, Syncsort shall perform the Maintenance (as defined below), training, implementation, consulting or other professional services (collectively, “Professional Services”) set forth in an Order Document. Professional Services consisting of maintenance and support for the Software (“Maintenance”) are further governed by additional provisions set forth in Syncsort’s standard maintenance policy for the applicable Software, which policy shall be made available by Syncsort upon written request and is subject to change from time to time. All Professional Services are provided subject to the limitations on warranties, remedies and liability set forth in Sections 8 and 9.

(d) Further Requirements. Customer is solely liable and responsible for complying with all applicable laws including without limitation, laws regarding privacy and security and obtaining all necessary consents from Authorized Users (as defined below), if applicable, with respect to their use or access of the Software. Customer shall use reasonable efforts to make all Authorized Users aware of this SLA's provisions as applicable to such Authorized User's use of the Software, and shall cause Authorized Users to comply with such provisions. "Authorized User" means Customer's customers, partners, employees, consultants, contractors, students (if Customer is an educational institution) and agents (i) who are authorized by Customer to access and use the Software under the rights granted to Customer pursuant to this SLA and (ii) for whom access to and use of the Software has been purchased hereunder.

4. FEES.

(a) Fees. Customer shall pay Syncsort the fees ("Fees") as set forth in the applicable Order Document without offset or deduction. Unless otherwise set forth in an Order Document, the Fees for the Initial Term (as defined below) of subscriptions, licenses, Maintenance and other services shall be due and payable in full in advance, and the Fees for each Renewal Term (as defined below) of subscriptions, licenses, Maintenance and other services shall be due and payable in full in advance of the applicable Renewal Term. The Fees for each Renewal Term shall be subject to increase in Syncsort's discretion, provided that Syncsort shall provide notice of such increase to Customer at least ninety (90) days prior to the beginning of the applicable Renewal Term. Unless otherwise set forth in the Order Document, the Fees and expenses for the Professional Services shall be invoiced monthly for Professional Services provided and expenses incurred in the prior month. Unless otherwise set forth in an Order Document, Customer shall make all payments hereunder in U.S. dollars within thirty (30) days from the date of the invoice. If Customer fails to make any payment when due, without limiting Syncsort's other rights and remedies: (i) Syncsort may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse Syncsort for all reasonable costs incurred by Syncsort in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) Syncsort reserves the right to suspend or terminate access to any portion or all of the Software, Maintenance, and/or Professional Services until such amounts are paid in full. Notwithstanding anything contained in the Order Document, if a Customer has an enterprise wide or unlimited data or other usage license to the Software, undergoes an acquisition, Change of Control (as defined in Section 22), merger or reorganization that materially changes the usage of the Software, in Syncsort's sole discretion, Syncsort shall

have the right to increase the Fees to account for such increased usage, upon written notice to Customer.

(b) Taxes. The Fees set forth in any Order Documents do not include local, state or federal sales, use, excise, personal property, customs, value added or other similar taxes or duties (the foregoing collectively "Customer Taxes"). Any Customer Taxes, when applicable, shall be paid by Customer to Syncsort, except as expressly provided herein below. Furthermore, to the extent necessary or applicable, Syncsort may rely on information specified in the Order Document for purposes of determining applicable Customer Taxes. Customer shall deduct income tax withholdings only as required under applicable law on payments made to Syncsort under this SLA and shall be required to remit to Syncsort only the net proceeds thereof. Customer agrees to remit, in a timely manner, withheld taxes on Syncsort income to the appropriate governmental authority. Furthermore, (i) Customer shall furnish Syncsort with documentation evidencing such income tax withholdings within thirty (30) calendar days after such tax has been withheld from a payment; and (ii) to the extent that there is an applicable government treaty or other administrative procedure, law, rule or practice that provides a process for seeking a waiver or reduction of such taxes, Customer shall use commercially reasonable efforts, which shall not require Customer's expenditure of more than reasonable out of pocket expenses, to cooperate with Syncsort in seeking such waiver or reduction and to promptly complete and/or file any and all pertinent documents. In no event will Customer be responsible for any taxes based upon Syncsort's net income. If Customer fails to pay any Customer Taxes or applicable income tax withholdings and such failure causes Syncsort to be liable for such amounts (including interest and penalties thereon), then such failure will be treated as a failure to pay Fees and shall be subject to the same remedies as described in Section 4(a).

(c) **Audit Rights and Required Records** . Customer agrees to maintain complete and accurate records in accordance with generally accepted accounting principles during the term of this SLA and for a period of one (1) year after the termination or expiration of this SLA with respect to matters necessary for accurately determining amounts due hereunder. At Syncsort's request, but not more frequently than annually, Customer shall furnish Syncsort with a document signed by Customer's authorized representative certifying Customer's usage of the Software in compliance with this SLA and the applicable Order Document. Syncsort may, at its own expense, on reasonable prior notice, periodically inspect and audit Customer's records with respect to matters covered by this SLA, provided that if such inspection and audit reveals that Customer has underpaid Syncsort with respect to any amounts due and payable during the term, Customer shall promptly pay the amounts necessary to rectify such underpayment, together with interest in accordance with Section 4(a). Customer shall pay for the costs of the audit if the audit determines that Customer's underpayment equals or exceeds 5% for any quarter. Such inspection and audit rights will extend throughout the term of this SLA and for a period of one (1) year after the termination or expiration of this SLA.

5. PERMITTED USE AND ADDITIONAL RESTRICTIONS ON USE. You may use the Software solely as authorized by Syncsort for your own internal data processing operations. Customer is responsible and liable for all uses of the Software and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this SLA. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users and any other persons or entities to whom Customer is responsible for disclosure of or providing access to the Software or any portion thereof, and any act or omission that would constitute a breach of this SLA if taken by Customer will be deemed a breach of this SLA by Customer. Without limiting your obligations under any

other provision herein, or under any applicable law, you further agree to the following additional restrictions on use:

- (a) Notices and Legends. You will not remove any product identification, copyright notices, or other notices or proprietary restrictions from the Software.
- (b) Application Service Provider and Like Uses. You will not make the Software available for commercial timesharing, rental, application service provider or service bureau use without full disclosure to Syncsort of the particulars of such use and Syncsort's prior written consent thereto.
- (c) Derivative Works. You will not translate or otherwise copy, modify or prepare any derivative works based on the Software or Documentation, in whole or in part.
- (d) Transfer . You will not rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software or Documentation.
- (e) Non-infringement . You will not use the Software or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.
- (f) Security . You will not share passwords and/or user names with unauthorized users and you agree to immediately notify us if you become aware of any loss or theft or unauthorized use of any of Authorized Users' passwords, user names, and/or account number.
- (g) Nondisclosure. You will not disclose any information related to the Software, including without limitation, diagnostic tests, screen images, printed output, results of any performance or benchmark tests of any Software, scripting languages or program interfaces defined by Syncsort in connection with the Software (including without limitation, Customer-created scripts or routines

incorporating or reflecting any portions or elements of such languages or interfaces) to anyone other than Authorized Users without Syncsort's prior written approval.

(h) Use for Competitive Development. You will not use the Software as an aid to develop or market a competing product.

(i) Non-Circumvention. You will not make any attempt to bypass or disable product serialization, keying, or time limit mechanisms where such mechanisms are utilized in the Software's programming, or otherwise circumvent any access controls incorporated in the Software.

(j) Territorial Restriction. You will not transfer or use the Software outside of the Territory without Syncsort's prior written consent and without paying any applicable additional fees. Should such consent to transfer be granted, you will fully comply with all laws and regulations to assure that neither the Software nor any direct product thereof is exported, directly or indirectly, in violation of law.

(k) Reverse Engineering Prohibition. You will not cause or permit the Software to be dumped, traced, disassembled, decompiled, decoded, accessed, or otherwise reverse engineered, in whole or in part except to the extent applicable law requires that you be permitted to do so.

You further agree not to permit or assist any Authorized User, employee, agent, contractor or other person to do anything that is prohibited pursuant to the foregoing provisions (a) through (k).

6. RESERVATION OF INTELLECTUAL PROPERTY RIGHTS .

(a) Customer acknowledges that, as between Customer and Syncsort, Syncsort owns all right, title, and interest, including all intellectual property rights, in and to the Syncsort IP. "Syncsort IP" means the Software, Documentation, and any and all intellectual property provided or made accessible to Customer or any

Authorized User. For the avoidance of doubt, Syncsort IP includes Aggregated Statistics (as defined below) and any information, data, or other content derived from Syncsort's monitoring of Customer's access to or use of the Software, but does not include Customer Data (as defined below).

(b) Customer Data. Syncsort acknowledges that, as between Syncsort and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to Syncsort a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Syncsort to provide the Software to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics. "Customer Data" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Software. Syncsort's use of Customer Data is governed by its privacy policy at <https://www.syncsort.com/en/Legal/Privacy-Policy> .

(c) Feedback . If Customer or any of its Authorized Users, employees, agents, or contractors sends or transmits any communications or materials to Syncsort by mail, email, telephone, or otherwise, suggesting or recommending changes to the Syncsort IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), Syncsort is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback. Customer agrees Syncsort is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property contained in the Feedback, for any purpose whatsoever, although Customer is not

required to provide Feedback and Syncsort is not required to use any Feedback.

(d) You acquire only the right to use the Software and do not acquire any rights, express or implied, in the Software or media containing the Software other than those specified in this SLA. This SLA does not grant you any rights in connection with any trademarks or service marks of Syncsort. Syncsort, its Affiliates, or its or their suppliers shall at all times retain all rights, title, and interest, including intellectual property rights, in the Software and its media. You agree not to challenge the validity of Syncsort's or its suppliers' patent, copyright or trademark rights in and to the Software. All rights in the Software not expressly licensed to Customer herein are reserved to Syncsort.

(e) **Aggregated Statistics.** Notwithstanding anything to the contrary in this SLA, Syncsort may monitor Customer's use of the Software and collect and compile statistics on the same and aggregate Customer's use with use of other customers and end users ("Aggregated Statistics"). As between Syncsort and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Syncsort. Customer acknowledges that Syncsort may compile Aggregated Statistics based on Customer Data input into the Software. Customer agrees that Syncsort may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information.

7. CONFIDENTIAL INFORMATION . From time to time during the term of this SLA, either party may disclose or make available to the other party information about its business affairs, products, confidential intellectual property, trade secrets, third party confidential information, and other sensitive or proprietary

information, whether orally or in written, electronic, or other form or media, that is marked, designated or otherwise identified as "confidential" (collectively, "Confidential Information"). The Software and the terms and conditions of this SLA, the Order Document, the Product Specific Terms, and any other documents incorporated herein or therein by reference are deemed the Confidential Information of Syncsort and its Affiliates. Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain through no fault of the receiving party; (b) known to the receiving party at the time of disclosure without any obligation of confidentiality and evidenced by the receiving party's written records; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party without the use of or reference to Confidential Information of the disclosing party. The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees (and if receiving party is Syncsort, Syncsort may also disclose Confidential Information to employees of Syncsort's Affiliates and Syncsort's and its Affiliates' agents, consultants, contractors, legal and financial advisors, and investors) who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder. The receiving party agrees to take reasonable steps to protect the disclosing party's Confidential Information by using at least the same degree (but no less than a reasonable degree) of care and protection used to protect its own Confidential Information of a like nature and commercially reasonable for the type of Confidential Information. The receiving party agrees to promptly notify the disclosing party upon the discovery of any unauthorized use or disclosure of the disclosing party's Confidential Information. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first, if

legally permissible, have given written notice to the other party and made a reasonable effort to obtain a protective order and/or injunctive relief; or (ii) to establish a party's rights under this SLA, including to make required court filings. The parties acknowledge and agree that a breach of this Section 7 by either party may cause continuing and irreparable injury to the other party's business for which the remedies at law may be inadequate. The disclosing party shall be entitled, in the event of any actual or threatened breach of this Section 7 by the receiving party, and in addition to any other remedies available to it, to seek a temporary restraining order and to injunctive relief against the receiving party to prevent any violations hereof, and to any other appropriate equitable relief without the requirement of posting a bond or other security. On the expiration or termination of this SLA, the receiving party shall promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing party's Confidential Information, or destroy all such copies and certify in writing to the disclosing party that such Confidential Information has been destroyed. Each party's obligations of non-disclosure with regard to Confidential Information are effective as of the SLA Effective Date (as defined below) and will expire five (5) years from the date first disclosed to the receiving party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this SLA for as long as such Confidential Information remains subject to trade secret protection under applicable law.

8. LIMITED WARRANTIES/EXCLUSIVE REMEDIES . Syncsort warrants that for thirty (30) days from date of delivery to you: (a) enclosed media (if any) is free of defects in materials and workmanship under normal use; and (b) unmodified Software will substantially perform the functions described in Documentation provided by Syncsort when operated on the designated licensed configuration in accordance with this SLA and as set forth in the applicable Order Document. Syncsort and its suppliers do not

warrant that: (i) the Software will meet your requirements, (ii) the Software will operate in combinations you may select for use, (iii) operation of the Software will be uninterrupted or error-free, or (iv) all Software errors will be corrected. Syncsort further warrants that its Professional Services will be performed in a professional and workmanlike manner. THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. If you report an error in the Software within the thirty (30) day period, Syncsort shall, at its option, correct the error, provide you with a reasonable procedure to circumvent the error, or upon return of the Software (if Software is an on-premises product) to Syncsort, refund the applicable Fees (if any) paid by Customer for the affected Software License and Maintenance. Syncsort will replace any defective media without charge if it is returned to Syncsort within the thirty (30) day period. These are your sole and exclusive remedies for any breach of warranty. Any deficiencies in Professional Services (excluding any Maintenance provided in the ordinary course) must be reported within thirty (30) days of receipt of such services and the sole and exclusive remedy and Syncsort's sole and exclusive liability shall be the re-performance of the deficient services. This limited warranty gives you specific legal rights. You may have other rights, which may vary from place to place based on local laws, if applicable. Some states and/or countries restrict, in that they do not allow, or regulate, limitations on how long an implied warranty, guarantee or condition lasts. To the extent (and only to the extent) any such restrictions are applicable, the limitations of this SLA affected by those restrictions (including without limitation, the duration of express or implied warranties) shall not apply to you. If (and only if) applicable local law requires a minimum warranty period of greater than thirty (30) days, then such minimum period shall be controlling herein in lieu of the thirty (30) day period stated above. You further acknowledge your understanding that if the Software is a Trial Version, Syncsort does not make any commitment to you to provide

any support, and notwithstanding the foregoing provisions of this paragraph, such Software is provided "AS IS." In any event, Syncsort reserves the right to discontinue the manufacture and development of any Software and/or cease Maintenance of the Software and to alter prices, features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics of the Software at any time without notice to you. EXCEPT FOR THE LIMITED WARRANTIES DESCRIBED ABOVE, THE SOFTWARE, DOCUMENTATION AND ANY PROFESSIONAL SERVICES ARE PROVIDED "AS IS", AND TO THE FULLEST EXTENT PERMITTED BY LAW, SYNCSORT, ITS AFFILIATES, AND ITS AND THEIR SUPPLIERS DISCLAIM ANY AND ALL OTHER WARRANTIES WITH RESPECT TO THE SYNCSORT IP, SERVICES, PROFESSIONAL SERVICES, AND PRODUCTS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND/OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER, INCLUDING THE END USER, ASSUMES THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE, USE OF THE DOCUMENTATION, OR THE RESULTS OF THE SERVICES AND PROFESSIONAL SERVICES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SYNCSORT MAKES NO WARRANTY OF ANY KIND THAT THE SYNCSORT IP, SERVICES, PROFESSIONAL SERVICES, PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

9. LIMITATION OF LIABILITY. SYNCSORT AND ITS SUPPLIERS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR DATA USE, INCURRED

BY CUSTOMER OR ANY THIRD PARTY, IN CONNECTION WITH THIS SLA, ANY ORDER DOCUMENT OR ANY OTHER DOCUMENTS INCORPORATED BY REFERENCE, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SYNCSORT'S AND ITS SUPPLIERS' LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE FEES PAID BY CUSTOMER UNDER THE APPLICABLE ORDER DOCUMENT IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. IF A COURT OR ARBITRATION TRIBUNAL (AS APPROPRIATE HEREUNDER) DETERMINES THAT ANY REMEDY PROVIDED TO YOU UNDER THIS SLA HAS FAILED OF ITS ESSENTIAL PURPOSE, THE LIMITATIONS ON LIABILITY AND EXCLUSION OF DAMAGES ABOVE SHALL NOT BE AFFECTED AND SHALL REMAIN IN FULL FORCE AND EFFECT. Some states and/or countries restrict, in that they do not allow, or regulate, the exclusion or limitation of incidental or consequential damages. To the extent (and only to the extent) any such restrictions are applicable, the limitations or exclusions of this SLA affected by those restrictions shall not apply to you.

10. INDEMNIFICATION . Syncsort will defend at its own expense any action against Customer brought by a third party to the extent that the action is based upon a claim that the Software directly infringes any United States copyrights or misappropriates any trade secrets recognized as such under the Uniform Trade Secret law, and Syncsort will pay those costs and damages finally awarded against Customer in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are conditioned on Customer notifying Syncsort promptly in writing of such action, Customer giving Syncsort sole control of the defense thereof and any related settlement negotiations, and Customer cooperating with Syncsort and, at Syncsort's request and expense, assisting in such defense. If the Software becomes, or in Syncsort's opinion is likely to become, the subject of an infringement claim, Syncsort may at its

option and expense, either (a) procure for Customer the right to continue using the Software; (b) replace or modify the Software so that it becomes non-infringing; or (c) revoke all applicable Software Licenses, accept discontinuance of use and return of the Software, and (i) for a subscription, provide Customer a pro-rata credit of the prepaid, unused subscription Fees solely for the affected Software for the period following the date of discontinuation of use and return of the affected Software until the applicable Subscription End Date (as defined below) on the Order Document, or (ii) for a perpetual license, provide Customer a pro-rata credit of the prepaid, unused license Fees solely for the affected Software, on a five (5) year straight line depreciation basis, for the period from the applicable Perpetual License Effective Date (as defined below) on the Order Document until the date of discontinuation of use and return of the affected Software. Notwithstanding the foregoing, Syncsort will have no obligation under this Section 10 or otherwise with respect to any infringement claim based upon (i) any use of the Software not in accordance with this SLA, the applicable product specific terms, and the Documentation, or use in any manner or for purposes not intended by Syncsort; (ii) any use of the Software in combination with other products, equipment, software, or data not supplied by Syncsort; (iii) any use of any release of the Software other than the most current release made available to Customer; or (iv) any modification of the Software by any person other than Syncsort or its authorized agents or subcontractors authorized by Syncsort to make such modification as evidenced in writing. This Section 10 states Syncsort's entire liability and Customer's sole and exclusive remedy for infringement claims and actions.

11. ENTIRE AGREEMENT . YOU AND SYNCSORT BOTH UNDERSTAND AND AGREE THAT THIS SLA LEGALLY BINDS YOUR COMPANY AND CONSTITUTES THE FINAL, COMPLETE AND COMPREHENSIVE AGREEMENT WITH REGARD TO THE SUBJECT MATTER HEREOF. YOU FURTHER REPRESENT THAT THE PERSON INDICATING EXPRESS ASSENT HERETO BY "CLICKING" ON (OR OTHERWISE ACTIVATING IN THE

MANNER PROVIDED) THE ACCEPTANCE CONTROL FOR THIS SLA IS DULY AUTHORIZED TO DO SO ON YOUR BEHALF SO AS TO FORM A LEGALLY BINDING CONTRACT IN YOUR NAME. IN ADDITION, USE OF THE SOFTWARE WILL CONSTITUTE RATIFICATION OF SUCH PERSON'S ACCEPTANCE OF THIS SLA. THIS SLA SUPERSEDES AND REPLACES ANY AND ALL PRIOR NEGOTIATIONS, AGREEMENTS AND/OR EXCHANGE OF DOCUMENTS AND COMMUNICATIONS REGARDING THE SUBJECT MATTER HEREOF AND MAY ONLY BE MODIFIED, AMENDED OR SUPPLEMENTED BY THE WRITTEN ACCEPTANCE (ONLINE OR OFFLINE) BY BOTH PARTIES.

Without limiting the foregoing, any purchase order or other document you may have provided to Syncsort with regard to the Software, subscriptions, licenses, services, or any such Professional Services shall be referred to for informational purposes only as to items and quantities ordered (excluding the terms of a purchase order that would fall within the definition of an Order Document in Section 3), but no such purchase order or document shall override, supplement, or otherwise affect anything set forth in this SLA. In the event of any inconsistency between the statements made in the body of this SLA, the related Order Documents, and any other documents incorporated herein or therein by reference, the following order of precedence governs: (i) first, this SLA, excluding its Order Documents; (ii) second, any documents incorporated into this SLA by reference, (iii) third, the Order Documents (iv) fourth, any documents incorporated by reference into the Order Documents, and (v) fifth, any applicable Syncsort Product Specific Terms (as defined in the Order Document). Notwithstanding the foregoing, (i) if a provision in the Order Document expressly identifies the specific section number or provision of this SLA to be superseded, such provision in the Order Document will govern; and (ii) if a provision in the applicable Product Specific Terms expressly states that it governs over any conflicting provision in this SLA, such provision in the applicable Product Specific Terms will govern.

12. TERM AND TERMINATION . Unless the Order Document states otherwise, the term of this SLA begins on the date the initial Order Document is accepted by Syncsort in connection with this or the then current SLA or the date a Trial Version is downloaded from a Syncsort website without an Order Document for such Trial Version (“SLA Effective Date”) and, unless terminated earlier pursuant to this SLA's express provisions, will continue in effect until expiration or termination of all Order Documents. Unless the Order Document states otherwise, the term of the Order Document begins on the date the Order Document is accepted by Syncsort and, unless terminated earlier pursuant to the Order Document’s or this SLA’s express provisions, will continue in effect until expiration or termination of all subscriptions, licenses, Maintenance, Professional Services and other services on the Order Document. The initial term of each subscription, license (excluding perpetual licenses and Trial Versions), Maintenance and/or other services (excluding Professional Services) under an Order Document will begin on the applicable effective date (each, an “Effective Date”) on the Order Document and will continue until the applicable subscription or license end date (each, a “Subscription End Date”) or applicable Maintenance end date (each, a “Maintenance End Date”) on the Order Document (each an “Initial Term”), and will automatically renew for successive annual renewal terms (each a "Renewal Term”), unless earlier terminated pursuant to the Order Document’s or this SLA's express provisions or unless either party gives the other party written notice of non-renewal at least sixty (60) days prior to the expiration of the Initial Term or then-current Renewal Term. Each Renewal Term shall be subject to increases to the Fees in Syncsort’s discretion, provided that Syncsort shall provide notice of such increase to Customer at least ninety (90) days prior to the beginning of the applicable Renewal Term. The term of each perpetual license under an Order Document will begin on the applicable perpetual license effective date (each, a “Perpetual License Effective Date”) on the Order Document and will continue until terminated pursuant to the Order Document’s or this SLA's express provisions or other written agreement between the parties.

The term of Professional Services (excluding Maintenance) under an Order Document will begin and end on the date(s) specified in the applicable services description or Statement of Work (“SOW”) incorporated by reference in the Order Document for the Professional Services and, if no end date is specified, then such Professional Services will expire when completed, unless terminated earlier pursuant to the Order Document’s (including the service description or SOW) or this SLA’s express provisions. Without prejudice to any other rights, Syncsort may terminate the Order Document and/or this SLA if you fail to comply with any of its terms and conditions. In the event of any expiration or termination of the Software License grant herein, pursuant to the foregoing sentence or otherwise, you must discontinue any use of the Software and services and destroy any and all copies of the Software, including all of its component parts, and all copies of the Documentation. Further in such event, the obligations imposed by Sections 4, 5, 6, 7, 9, 10, 13-22 and this provision shall survive and continue in full force and effect.

13. GOVERNMENT RESTRICTED RIGHTS. The Software is provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the U.S. Government is subject to restrictions as currently set forth in Rights in Commercial Computer Software or Commercial Computer Software Documentation, DFAR 227.7202-3 or subparagraphs (b)(1) and (2) of the Commercial Computer Software License (DEC 2007) at FAR 52.227-19, as applicable. Manufacturer is Syncsort Incorporated, Pearl River, New York 10965.

14. SEVERABILITY; CUMULATIVE REMEDIES. If any provision, or portion thereof, of this SLA is invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted; provided, that notwithstanding such omission, the remaining provisions of this SLA shall continue in effect and the omitted term shall be replaced with a term consistent with the purpose and intent of this SLA. Except as otherwise expressly provided herein, the remedies provided hereunder are cumulative and not exclusive, and the fact that this

constitutes a binding contractual agreement shall not preclude enforcement of Syncsort's legal rights under other applicable laws, including without limitation intellectual property laws.

15. APPLICABLE LAW . EXCEPT AS PROVIDED IN SECTION 16(b), THIS SLA SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL SUBSTANTIVE LAWS OF THE STATE OF NEW YORK, U.S.A. WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS RULES. THE UNITED NATIONS CONVENTION FOR THE INTERNATIONAL SALE OF GOODS SHALL NOT APPLY. THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT SHALL NOT APPLY.

16. DISPUTE RESOLUTION. Except as provided in paragraph (c) below, all disputes arising out of or in connection with this SLA shall be resolved in accordance with one of the two following alternatives, (a) or (b).

(a) North America. If this SLA is made between Syncsort and a Customer having offices in North America, or if the Software is used at any time within North America, then Customer hereby irrevocably consents to the exclusive jurisdiction of, and confers such jurisdiction upon, any competent court for or within New York, New York, U.S.A., in connection with any action, suit, or other proceeding in connection with, arising out of, or relating to this SLA, and any and all claims, counterclaims and cross-claims in any actions, suits or proceedings, and agrees not to assert in any such action, suit, or proceeding that it is not personally subject to the jurisdiction of such courts, that the action, suit, or proceeding is brought in an inconvenient forum, or that venue of the action, suit, or proceeding (or of any claim, counterclaim or cross-claim therein) is improper. Customer hereby further irrevocably consents to service of process in any such action, suit or proceeding in any such court.

(b) International. Otherwise, all such disputes shall be subject, exclusively, to binding arbitration in London, United Kingdom, under

the London Court of International Arbitration Rules by a panel of three (3) arbitrators appointed in accordance with such rules. The arbitration proceedings shall be conducted in the English language. The Arbitrators shall apply the laws of England and Wales. Syncsort may, without inconsistency with this SLA, seek from a court any interim or provisional relief that may be necessary to protect its rights or property, pending the arbitral tribunal's determination of the merits of the controversy. At the option of the party winning an award as a result of such arbitration, judgment on such award may be entered in any court of competent jurisdiction selected by such party. You may have other rights under the laws of your country.

(c) Collection and Enforcement Matters. Notwithstanding the foregoing paragraphs (a) and (b), in the case of an action brought by Syncsort against Customer solely to collect unpaid fees, or to enforce an order, award or judgment issued or rendered in accordance with one of the foregoing paragraphs (a) or (b), such action may be brought, at Syncsort's election, in any forum of Syncsort's choosing in which Customer is otherwise subject to jurisdiction under applicable law, and Customer further agrees that it shall have no right to assert a counterclaim against Syncsort in such action.

(d) Attorneys' Fees. You agree to pay all reasonable attorneys' fees incurred by Syncsort in the event it should become necessary as a result of your breach for Syncsort to enforce the provisions of this SLA against you under any of paragraphs (a), (b) or (c) above.

Notwithstanding any other provision of this SLA, this SLA does not change your rights under the laws of your country if the laws of your country do not permit it to do so.

17. EXPORT RESTRICTIONS . You acknowledge that the Software, Third Party Software (as defined below), content, data or other materials is subject to the export control and sanctions laws and regulations of the United States ("U.S.") and may also be subject to

the laws and regulations of any country in which the Software, Third Party Software, content, data or other materials is provided, accessible, incorporated, transferred, or received. You represent and warrant that (i) you are not a citizen of, or located within, a country or territory that is subject to a U.S. Government embargo or designated by the U.S. Government as a state sponsor of terrorism (including without limitation, Cuba, Iran, North Korea, Sudan, Syria, and the Crimea Region of the Ukraine) (“Embargoed Countries”); (ii) you are not identified on any prohibited party list maintained by the U.S. Government, including the Specially Designated Nationals and Blocked Persons List, Foreign Sanctions Evaders List, and Sectoral Sanctions Identification List maintained by the Office of Foreign Assets Control of the U.S. Treasury Department, and the Denied Persons List, Entity List, and Unverified List maintained by the Bureau of Industry and Security of the U.S. Commerce Department (collectively, the “Prohibited Party Lists”); and (iii) you will not utilize the Software or portion thereof in the design, development or production of nuclear, chemical, or biological weapons. You agree that you will not export or re-export the Software except in compliance with U.S. law. You specifically agree not to export, re-export, or download the Software, including its source or object code, the underlying information or technology, or any related encryption: (a) to any Embargoed Country or to any national of any such country when such embargoes or restrictions are in effect; (b) to any end user who you know or have reason to know will utilize the Software or portion thereof in the design, development or production of nuclear, chemical, or biological weapons; (c) to any person who is designated on a Prohibited Party List; or (d) without a license or other governmental authorization if required by law. Customer is solely responsible for complying with local laws in its jurisdiction that might impact its right to import, export or use the Software.

18. ANTI-BRIBERY COMPLIANCE . Customer warrants that it has not taken and will not take, any action, directly or indirectly, in violation of (i) the U.S. Foreign Corrupt Practices Act of 1977, as

amended (15 U.S.C. §§ 78dd-1, et seq.), (ii) the UK Bribery Act 2010, or (iii) any other applicable anti-corruption or anti-bribery laws.

19. THIRD PARTY SOFTWARE . If the Software includes software provided by third parties (“Third Party Software”) as listed in the “NOTICES” or similar file(s) provided by Syncsort and/or included with the Software (each, a “Third Party Software Information File”), then such Third Party Software is subject to any separate terms and conditions specified in the Third Party Software Information File as applicable to such Third Party Software, and to the terms of any separate license agreements (“Third Party Licenses”) specified in the Third Party Information File as applicable to such Third Party Software. None of the terms set forth in the Third Party Software Information File or in any of the Third Party Licenses form any part of this SLA, nor shall they modify or affect the interpretation of the provisions of this SLA in any way.

20. FORCE MAJEURE. Neither Syncsort nor Customer shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated party. Both Syncsort and Customer will use commercially reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than ninety (90) days, either of us may cancel unperformed Professional Services upon written notice. This Section 20 does not excuse either party’s obligation to take reasonable steps to follow its normal disaster recovery procedures or Customer’s obligation to pay for Software delivered or Professional Services provided.

21. INTERPRETATION. The headings provided herein are for convenience only and shall not be considered in the interpretation of this SLA.

22. ASSIGNMENT. Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Syncsort, which consent shall not be unreasonably withheld, conditioned, or delayed. A Change of Control shall be deemed an assignment. Syncsort may freely assign this Agreement without consent of Customer. “Change of Control” means the sale of all or substantially all the assets of a party; any merger, consolidation or acquisition of a party with, by or into another corporation, entity or person; or any change in the ownership of more than fifty percent (50%) of the voting capital stock of a party in one or more related transactions. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating party of any of its obligations hereunder. This SLA is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

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