

CONTEMPLATE LTD SOFTWARE LICENSE AGREEMENT

On your acceptance of the terms of this License, Contemplate Ltd, a company incorporated in Scotland (Registered Number SC357445) and having its registered office at 18B Braid Avenue, Edinburgh EH10 6EE, United Kingdom (“Contemplate Ltd”) grants you a non-exclusive, non-transferrable License for the accompanying software product, ThreadSafe, including (if applicable) any accompanying documentation and other material and any updates (the “Software”). The License permits you to Use (as hereinafter defined) the Software upon the terms and subject to the conditions contained herein.

1. USE OF SOFTWARE

In this License “Use” shall mean and include utilisation of the Software by copying, transmitting or loading the same into the memory (e.g. hard disk, CD ROM or other storage device) of a single computer (the “System”) for the processing by the System of instructions or statements contained in such Software and copying the Software which is in machine-readable form for Use by you on the System for the purposes only of understanding the contents of such machine-readable material. Copies of the Software may be made for back-up and for disaster recovery purposes to the extent permitted by applicable law and provided that they contain the same copyright information as the original.

2. LICENSE OPTIONS

2.1. General License Grant. Pursuant to a purchase order for the Software (“Purchase Order”), and subject to payment of all applicable license fees and other charges, Contemplate Ltd grants you the limited, non-exclusive, non-transferable license to install and use the Software in accordance with this Agreement. In the event a Purchase Order contains terms in addition to, or different than, the terms of this Agreement, those terms in the Purchase Order shall be disregarded and the terms of this Agreement shall control.

2.2. License Types. Your license to install and use the Software shall be in accordance with one or more of the following license types, as set forth in the Purchase Order or in your request for evaluation software. The Software may contain a software license management tool (a “License Manager”) that regulates your use of the Software. If so, all of the licensed activity described below must be subject to the control of the License Manager, and you may not install or use the Software in a manner that circumvents or interferes with the operation of the License Manager or any other technological measure that controls access to the Software.

- (a) Project License. You may install the Software on an unlimited number of computers or servers for use concurrently by a number of users solely for use in analysing code relating to the nominated project.
- (b) Organisational License. You may install the Software on an unlimited number of computers or servers for use by any number of your organisation’s permanent employees, or sub-contractors working on your organisation’s premises on your organisation’s code.
- (c) Single User License. Only the user named in the Purchase Order may install and use the Software.



3. LICENSE TERMS

The license is provided under the following terms set forth in the Purchase Order.

- (a) **Monthly License.** Under the Monthly License, subject to the terms and conditions of this Agreement noted in Section 2, Contemplate Ltd hereby grants to you an irrevocable, non-exclusive license to use the Software for a period of one month from the date you are first sent the Software. Under the Monthly License, updates to the software version under license will be available for the duration of the license period.
- (b) **Annual License.** Under the Annual License, subject to the terms and conditions of this Agreement noted in Section 2, Contemplate Ltd hereby grants to you an irrevocable, non-exclusive license to use the Software for a period of twelve months from the date you are first sent the Software. Under the Annual License, updates to the software version under license will be available for the duration of the license period.
- (c) **Perpetual License.** Under the Perpetual License, subject to the terms and conditions of this Agreement noted in Section 2, Contemplate Ltd hereby grants to you a perpetual, irrevocable, non-exclusive license to use the Software. Under the Perpetual License, updates to the software version under license to you will be available to you for a period of twelve months from the date you are first sent the Software and thereafter in accordance with the terms of the Support and Maintenance agreement.
- (d) **Support and Maintenance.** Subject to the payment of all applicable fees, you shall be entitled to participate in the Contemplate Ltd support and maintenance program indicated on a Support and Maintenance Purchase Order. Information regarding support offerings made generally available by Contemplate Ltd is available from Contemplate Ltd upon request. The provision of support and maintenance services by Contemplate Ltd, if any, shall be subject to the terms of this Agreement.

4. LICENSEE'S UNDERTAKINGS

By accepting this License you undertake:

- (a) not to copy the Software (other than for normal operation and as specified in Clause 1 above) nor (subject to any applicable legal rights) to disassemble, decompile or reverse engineer the Software;
- (b) not to translate, modify, lease, rent, loan, redistribute, sub-lease, sub-license or create derivative works from the Software;
- (c) to maintain accurate and up to date records of the number and location of all copies of the Software;
- (d) not to use the Software for any purpose other than as expressly permitted under this License or in writing by Contemplate Ltd or its authorised representative;
- (e) not to make the Software available for use over a network, or to use the Software as part of a service in which you review code for third parties, without the prior written consent of Contemplate Ltd or its authorised representative and then only to the extent expressly permitted by Contemplate Ltd or its authorised representative in writing;
- (f) to supervise and control Use of the Software in accordance with the terms of this License;
- (g) to ensure that any employees, agents and other parties who will use the Software are notified of this License and the terms hereof prior to such employee, agent or party using the same;



- (h) to reproduce and include the copyright notice of Contemplate Ltd as it appears in or on the Software on all copies;
- (i) not to provide or otherwise make available the Software or its documentation to any person other than your employees or as specified herein without prior written consent from Contemplate Ltd or its authorised representative;
- (j) not to remove, alter or destroy any copyright notices, trademarks or other proprietary or confidential legends or markings placed by Contemplate Ltd or contained within the Software or on any other documentation or material related to the Software; and
- (k) not to use the Software for immoral or illegal purposes or for any other purpose which may be determined threatening, abusive or harmful including but not limited to the creation or transmission of any virus, worms, trojan horse, cancelbot or any other destructive or contaminating program.

5. WARRANTIES

- (a) You acknowledge that the Software in general is not error-free and agree that the existence of any errors shall not constitute a breach of this License.
- (b) Contemplate Ltd warrants that the Software shall perform substantially in accordance with the documentation accompanying the Software for ninety (90) days from the date you are first sent a copy of the Software (the "Warranty Period") and if you notify Contemplate Ltd within the Warranty Period of any breach of this warranty Contemplate Ltd's sole obligation shall be to use its reasonable endeavours to correct by patch or new release (at its sole option) that part of the Software causing the error PROVIDED THAT such error has not been caused by any modification, variation or addition to the Software not performed by or authorised in writing by Contemplate Ltd or caused by incorrect use, abuse or corruption of the Software or by use of the Software with other software or on equipment with which it is incompatible.
- (c) TO THE EXTENT PERMITTED BY APPLICABLE LAW CONTEMPLATE LTD. EXCLUDES ALL OTHER WARRANTIES WITH RESPECT TO THE SOFTWARE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

6. LIABILITY

- (a) CONTEMPLATE LTD. DOES NOT EXCLUDE OR LIMIT ITS LIABILITY TO YOU FOR DEATH OR PERSONAL INJURY ARISING FROM THE BREACH OF DUTY (INCLUDING WITHOUT LIMITATION NEGLIGENCE) OF CONTEMPLATE LTD., ITS EMPLOYEES, AGENTS, CONTRACTORS OR AUTHORISED REPRESENTATIVES.
- (b) SUBJECT ALWAYS TO CLAUSE 6(a) ABOVE, CONTEMPLATE LTD. SHALL NOT BE LIABLE IN CONTRACT, DELICT (INCLUDING WITHOUT LIMITATION NEGLIGENCE) OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THIS LICENSE (INCLUDING WITHOUT LIMITATION BY WAY OF INDEMNITY) FOR ANY ECONOMIC LOSS (INCLUDING WITHOUT LIMITATION LOSS OF REVENUES, PROFITS, CONTRACTS, BUSINESS OR ANTICIPATED SAVINGS), OR ANY LOSS OF GOODWILL OR REPUTATION, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSSES



OR DAMAGE (IN ANY CASE, WHETHER OR NOT SUCH LOSSES WERE WITHIN THE CONTEMPLATION OF THE PARTIES) SUFFERED OR INCURRED BY YOU ARISING OUT OF OR IN CONNECTION WITH THE PROVISIONS OF THIS LICENSE OR THE USE OR OTHERWISE OF THE SOFTWARE.

- (c) SUBJECT ALWAYS TO CLAUSES 6(a) AND (b) ABOVE THE AGGREGATE LIABILITY OF CONTEMPLATE LTD. ARISING FROM ANY BREACH OF THE TERMS OF THIS LICENSE AND/OR NEGLIGENCE ON THE PART OF CONTEMPLATE LTD. OR ANY EMPLOYEE, AGENT, CONTRACTOR OR AUTHORISED REPRESENTATIVE OF CONTEMPLATE LTD. SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE AGGREGATE AMOUNT OF THE LICENSE FEES PAID BY YOU WHICH YOU AND CONTEMPLATE LTD. ACKNOWLEDGE IS REASONABLE IN ALL CIRCUMSTANCES.
- (d) YOU AND CONTEMPLATE LTD. EXPRESSLY AGREE THAT SHOULD ANY LIMITATION OR PROVISION CONTAINED IN THIS CLAUSE 6 BE HELD TO BE INVALID UNDER APPLICABLE LAW IT SHALL TO THAT EXTENT BE DEEMED OMITTED BUT IF YOU OR CONTEMPLATE LTD. THEREBY BECOMES LIABLE FOR LOSS OR DAMAGE WHICH WOULD OTHERWISE HAVE BEEN EXCLUDED SUCH LIABILITY SHALL BE SUBJECT TO THE OTHER LIMITATIONS AND PROVISIONS SET OUT HEREIN.

7. INTELLECTUAL PROPERTY RIGHTS

- (a) All copyright, trademarks and other intellectual property rights subsisting in or used in connection with the Software are and remain the sole property of Contemplate Ltd or its licensors. You shall not at any time during or after the termination of this License in any way question or dispute the ownership by Contemplate Ltd of such rights.
- (b) You agree to indemnify Contemplate Ltd or its licensors in respect of all claims, losses, damages, costs and expenses incurred by Contemplate Ltd as a result of the unauthorised use of the Software by you or any third party, whether through misuse of the Software by you, through any other breach by you of this License, through your negligence or through any other cause.

8. TERMINATION

- (a) You may terminate this License at any time by giving notice to Contemplate Ltd in writing and by destroying the Software, and all copies. No license fee is refundable.
- (b) Without prejudice to its other rights and remedies under this License or applicable law Contemplate Ltd may terminate this License at any time by giving written notice to you if:
 - (i) you are in breach of any of the terms of this License;
 - (ii) a petition is presented, an order is made or a meeting is convened for the purpose of considering a resolution for the making of an administration order in respect of you or for your winding up or dissolution;
 - (iii) a liquidator (interim, provisional or otherwise) is appointed to you;
 - (iv) you cease or threaten to cease to carry on your business or shall make or seek to make any composition or arrangement with your creditors;



- (v) an administration order is made in respect of you;
 - (vi) or if any distress, execution, sequestration or other similar process is levied upon or enforced against the property of the other and is not paid out within twenty-one (21) days or a receiver (administrative or otherwise) is appointed in respect of any of your assets; or
 - (vii) any analogous or similar action or process to those specified in Clauses 8(b)(i) to (vi) under any applicable law in any jurisdiction occurs in respect of you.
- (c) On termination or expiry of this License for any reason you shall immediately destroy the Software together with (if applicable) any accompanying documentation and other material and any updates and erase the Software from any computer system on to which you have installed it and all copies.
- (d) The provisions of Clauses 4 to 16 shall survive termination or expiry of this License for any reason.

9. FORCE MAJEURE

Contemplate Ltd shall be under no liability to you in respect of anything which may constitute breach of this License arising by reason of force majeure, namely, circumstances beyond the control of Contemplate Ltd which shall include (but shall not be limited to) acts of God, perils of the sea or air, fire, flood, drought, explosion, sabotage, accident, embargo, riot, civil commotion, including acts of local government and parliamentary authority, inability to supply the Software, materials, breakdown of equipment and labour disputes of whatever nature and for whatever cause arising including work to rule, overtime bars, strikes and lockouts and whether between either you or Contemplate Ltd and any or all of your or Contemplate Ltd's employees and/or any other employer and any or all of its employees and/or between any two or more groups of employees (and whether of either you or Contemplate Ltd or any other employer).

10. ENTIRE AGREEMENT

This License together with Contemplate Ltd's or its authorised representative's quotations constitutes the entire understanding between you and Contemplate Ltd with respect to the subject matter hereof and supersedes any previous understandings, arrangements, representations, negotiations or agreements previously entered into between you and Contemplate Ltd. The terms of this License and the quotations apply to the exclusion of any of your terms and conditions including, without limitation, any terms and conditions which any Purchase Order is given or is purported to be given by you. Provided that nothing in this Clause shall have effect to exclude the liability of either you or Contemplate Ltd for fraud or fraudulent misrepresentation.

11. WAIVER

Failure, delay or neglect by you or Contemplate Ltd to enforce at any time any provision of this License shall not be construed nor shall be deemed to be a waiver of you or Contemplate Ltd's rights hereunder nor in any way affect the validity of the whole or any part of this License nor prejudice you and Contemplate Ltd's rights to take subsequent action.



12. SEVERABILITY

If any provision of this License is declared to be void or unenforceable by any judicial or administrative authority in any jurisdiction in which this License is effective, such provision will be deemed to be severable and you and Contemplate Ltd shall each use their reasonable endeavours in good faith to modify this License so that the intent of this License can be legally carried out.

13. NOTICES

Any notice, consent, confirmation or other information required or authorised by this License to be given by either you or Contemplate Ltd shall be in writing and shall be given by hand or sent by fax, pre-paid first class recorded delivery post or registered airmail to the other party at the address specified in this License or your address given at the time you acquired the Software or such other address as may from time to time be notified in writing to the party giving such notice. Notices shall be deemed given on delivery when given by hand, if sent by pre-paid first class recorded delivery post two business days after the date of posting, if sent by registered airmail at 09.00 (local time in the place to where the notice is sent) on the fifth business day after the date of posting, and if sent by fax at the time the transmission has been confirmed by an activity report or journal from the sender's fax machine showing the fax number of the recipient, time of transmission and number of pages successfully transmitted.

14. ASSIGNATION

You shall not assign, transfer or sub-contract any of your rights or obligations under this License without the prior written consent of Contemplate Ltd.

15. VARIATION

This License shall not be amended and no variation to its terms shall be effective unless such amendment or variation is in writing and is signed by or on behalf of each of the parties.

16. APPLICABLE LAW

This License shall be governed by and construed in accordance with the law of Scotland and you and Contemplate Ltd hereby submit to the exclusive jurisdiction of the Scottish courts.