SDL NETHERLANDS B.V.

Click Wrap Evaluation License

LICENSE AGREEMENT

Article 1 Your Relationship with SDL

- **1.1** Your use of any SDL XOPUS software, including any web pages, products, software made available for download ("Software") is subject to the terms of this legal agreement between you and SDL Netherlands B.V. of 1101 BE Amsterdam, The Netherlands ("SDL").
- **1.2** Under this agreement use of the software is restricted to licensed users only ("Licensee") restricted to a single domain.
- 1.3 Subject to these Terms and Conditions ("Terms"), SDL grants Licensee a limited, non-exclusive, nonsublicensable, non-transferable, 30 day Evaluation license ("License Period") to use the Software solely for Licensees internal business purposes. Licensee may only use the number of copies of the Software expressly authorized by SDL in accordance with the nature of the License and may only use such copies on the number of domains expressly authorized by SDL. Any third party software provided by SDL to Licensee shall be governed by the license agreement provided by the licensor of such third party software. SDL will make the Software available to Licensee by electronic download. For purposes of these Terms, "Software" shall mean the object code of the computer program(s) listed on the webpage https://community.sdl.com/developers-more/developers/xopus-developers/m/xopus-downloaddownload including all supporting documentation which means all online help files or written instruction manuals regarding the use of the Software.
- **1.4** For the avoidance of any doubt these Terms govern your use of the Software all other additional terms and conditions apply to any other software or service, which will be accessible for you to read either within, or through your use of that software or service.
- **1.5** SDL may make changes to these Terms from time-to-time by mail or e-mail or by posting replacements or changes to the site at which this document is located, and you accept that if you use the Software after the date on which the Terms have been replaced or changed SDL will treat your use as acceptance of the updated Terms.

Article 2 Accepting these Terms

2.1 In order to use the Software, you must accept the Terms. You may not use the Software if you do not accept the Terms.

- **2.2** By clicking to accept or to agree to the Terms (where this option is made available to you by SDL in the interface for Software) or by actually using the Software you accept the Terms, and you understand and agree that SDL will treat your use of the Software as acceptance of the Terms from the point of clicking or of use.
- 2.3 Before you continue, you should print off or save a local copy of the Terms for your future reference.

Article 3 Your Use of the Software

- **3.1** You agree to use the Software only for purposes that are permitted by the Terms and as permitted by applicable law, regulation and generally accepted practice or guideline in the relevant jurisdictions (including any laws regarding the export of data and/or software).
- **3.2** You agree not to reproduce, duplicate, copy (except for one back-up copy), sell, sublicense the Software licenses or documentation to any third party for use in that third party's business operations, trade or resell the Software for any purpose or to access (or to attempt to access) any of the Software by any means other than through the interface that is provided by SDL, unless you have been specifically allowed to do so in a separate agreement with SDL or reverse engineer, decompile or disassemble any software disclosed to you by SDL, except as expressly permitted by and for the purposes of this Agreement..
- **3.3** You agree that you are responsible for maintaining the confidentiality of any password associated with any account that you use to access the Software and you agree that you will be solely responsible to SDL for all activities that occur under your account.
- **3.4** Copyright and other intellectual property laws protect the Software provided to you, and you agree to abide by and maintain all notices, license information, and restrictions contained therein.
- **3.5** disclose or make available to, or permit use of the Software by persons other than Licensee; exceed the licensed use of the Software as specified in Clause 1.3; or use the software for any other purpose than investigation and knowledge sharing.
- **3.6** You may not decompile, reverse engineer, dissemble, attempt to derive the source code of any software or security components of the Software (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by any licensing terms accompanying the foregoing).
- **3.7** You may not use the Software to violate, tamper with, or circumvent the security of any computer network, software, passwords, encryption codes, technological protection measures, or to otherwise engage in any kind of illegal activity, or to enable others to do so.

Article 4 Title

4.1 SDL and/or its licensors retain all ownership and intellectual property rights to the Software and related documentation and any modifications thereof. These Terms does not constitute a transfer to Licensee of any title or intellectual property rights in or related to the Software and documentation or any modifications thereof.

Article 5 Monitoring and Audit Rights

- 5.1 SDL has the right to monitor deployment of the Software to ensure the licensed rights are not exceeded.
- **5.2** Licensee shall keep complete and accurate books and records of its use of the Software at its principal place of business to demonstrate its compliance with this Agreement. SDL may audit Licensees use of the Software in order to verify compliance with this Agreement..

Article 6 SDL Support and Technical Software

- **6.1** As a licensed user of Software, you have access to the SDL Developer Community, providing a forum for technical support.
- **6.2** You agree that SDL does not provide any support or technical Software for any Software to developers or users of an Evaluation License.
- **6.3** You agree that SDL shall not be liable to you or any third party for any modification or cessation of such Software.
- **6.4** You shall be solely responsible for any restoration of lost or altered files, data, programs or other materials provided.

Article 7 SDL Independent Development

- **7.1** Nothing in this agreement will impair SDL's right to develop, acquire, license, market, promote or distribute products, software or technologies that perform the same or similar functions as, or otherwise compete with, any other products, software or technologies that you may develop, produce, market, or distribute.
- **7.2** In the absence of a separate written agreement to the contrary, SDL will be free to use any information, suggestions or recommendations you provide to SDL for any purpose, subject to any applicable patents or copyrights.

Article 8 Confidentiality

8.1 "Confidential Information" means any information, in whatever form or medium, of SDL or its affiliates furnished or otherwise made available to you in connection with your use of the Software (including, all pricing, processes, procedures, formulas, techniques, software programs (the object-code Software or source code derived there from) and documentations, research, Software, data files, technical data or specifications) together with all analyses, compilations, benchmark tests, reports, memoranda, notes and other written or electronic materials which contain, reflect or are based, in whole or in part, upon such information either directly or indirectly in written, oral, or electronic form and any other proprietary information clearly marked or identified at the time of disclosure as "confidential information" or information which can reasonably be assumed to be confidential without being

- explicitly marked as such. For purposes of this Agreement, with respect to SDL, "affiliate" means any entity is directly or indirectly controlled by SDL.
- **8.2** Confidential Information does not include information which (i) is or becomes publicly available through no act or omission of the Licensee, (ii) is developed independently without violation of this clause, (iii) is obtained from a third party without restrictions on disclosure, or (iv) is required to be disclosed by applicable law, order of a court or other governmental entity.
- **8.3** During and after the term of this Agreement for a period of three years, you agree that you will: (a) hold in strict confidence and not disclose any Confidential Information to any third party except as expressly authorized by SDL in writing, (b) use any Confidential Information only to the extent necessary in connection with the authorized purposes for which they were disclosed to you and not otherwise for your own or any third party's gain or benefit, and (c) restrict access to Confidential Information to those employees, representatives or agents of you or your employer who have a "need to know" in connection with the authorized purpose for which it was disclosed to you.
- **8.4** If you are required to disclose Confidential Information pursuant to any applicable law, regulation, court order or document discovery request, then you agree to give SDL prompt written notice of such requirement.
- **8.5** You shall not make any copies of the Confidential Information unless it is deemed necessary for the authorized purpose for which it was disclosed to you. All copies shall be designated as "proprietary" or "confidential". You shall reproduce SDL's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.
- **8.6** You acknowledge and agree that any unauthorized disclosure or other violation, or threatened violation of this Agreement by you may cause irreparable damage to SDL. Accordingly, SDL will be entitled to seek an injunction prohibiting you from any such disclosure, attempted disclosure, violation or threatened violation without the necessity of proving damages or furnishing a bond or other security, in addition to any other available remedies.

Article 9 Exclusion of Warranties and Limitation of Liabilities

9.1 THE SOFTWARE IS PROVIDED ON AN AS IS BASIS. ALL WARRANTIES, CONDITIONS OR OTHER TERMS CONCERNING THE SOFTWARE, WHETHER EXPRESS OR IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE (INCLUDING THOSE RELATING TO SATISFACTORY QUALITY, NONINFRINGEMENT AND FITNESS FOR PURPOSES) ARE EXCLUDED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY AND ALL TECHNICAL ASSISTANCE AND/OR SUPPORT TO BE PROVIDED BY SDL TO LICENSEE DURING THE TERM OF THE LICENSE SHALL BE GOVERNED BY SDL'S PROFESSIONAL SERVICES TERMS & CONDITIONS.

9.2 IN NO EVENT WILL SDL (OR ANY OF ITS AFFILIATES) BE LIABLE FOR ANY DAMAGES, IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), OR OTHERWISE FOR LOSS OF DATA, LOST PROFITS, COSTS OF COVER OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, ACTUAL, GENERAL, OR INDIRECT DAMAGES ARISING FROM THE USE OF THE

SOFTWARE, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY THIS LIMITATION WILL APPLY EVEN IF SDL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE PARTIES ACKNOWLEDGE THAT THIS IS A REASONABLE ALLOCATION OF RISK.

- **9.3** NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT EITHER PARTY'S LIABILITY TO THE OTHER FOR (I) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE OR (II) ANY OTHER LIABILITY TO THE EXTENT THAT IT CANNOT BE EXCLUDED OR LIMITED AS A MATIER OF LAW.
- **9.4** The obligations of Licensee provided herein are necessary and reasonable in order to protect SDL and its business, and Licensee expressly agrees that monetary damages may be inadequate to compensate SDL for any breach by Licensee of its covenants and agreements set forth herein. Accordingly, Licensee agrees and acknowledges that any such violation or threatened violation may cause irreparable injury to SDL and that, in addition to any other remedies that may be available, in law, in equity or otherwise, SDL may be entitled to seek injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by Licensee, without the necessity of proving actual damages.

ARTICLE 10 Term and Termination

10.1 This Agreement shall come into force from the time the Software is downloaded or when the Software is installed and shall end upon the expiration of the License Period as defined in clause 1.3, unless the parties agree in writing to an extension of that term. Licensee acknowledges that the license granted herein is free and that as a consequence SDL may terminate this Agreement and the license granted herein at any time. Licensee may terminate this Agreement upon written notice to SDL.

10.2 Within ten (10) days after termination or expiration of this Agreement, Licensee shall return or destroy (at SDL's sole discretion) and shall provide written certification of return or destruction of, all copies of the Software (including without limitation copies contained in hardware memory or otherwise loaded on hardware) and any Confidential Information of SDL.

10.3 Termination or expiration of this Agreement will not affect the obligations regarding Confidential Information, limitation of liability, license rights and restrictions and/or applicable law, and other clauses which by their content or nature are intended to survive. These provisions will survive termination of this Agreement.

Article 11 Amendment; Communication

11.1 SDL reserves the right, at its discretion, to modify the Terms, including any rules and policies at any time. You will be responsible for reviewing and becoming familiar with any such modifications (including new terms, updates, revisions, supplements, modifications, and additional rules, policies, terms and conditions) ("Additional Terms") communicated to you by SDL.

11.2 All Additional Terms are hereby incorporated into this agreement by this reference and your continued use of the Software will indicate your acceptance of any Additional Terms. In addition, SDL may send communications to you from time to time including, but not be limited to, marketing materials, technical information, and updates and/or changes regarding your participation as a registered user of the Software. By agreeing to these Terms, you consent that SDL may provide you with such communications.

Article 12 Miscellaneous

- **12.1** Waiver. Any waiver of the provisions of this Agreement or of any of the rights of either party must be made in writing by the waiving party to be effective. Failure or delay to enforce any such provisions of rights will not be construed as a waiver and will not affect the validity (in whole or in part) of this Agreement or prejudice such party's right to take subsequent action.
- 12.2 Non Assignment. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by Licensee, in whole or in part, without the prior written consent of SDL, including without limitation in connection with a merger, consolidation, sale of assets or shares or other change of control transaction involving Licensee. This Agreement will bind and inure to the benefit of each party's successors and permitted assigns.
- **12.3** Entire Agreement. This Agreement is the entire agreement between the parties relating to the subject matter hereof. This Agreement may not be modified and the rights and restrictions may not be altered except by written amendment signed by authorised representatives of both parties.
- 12.4 Severability. If any provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties will in good faith agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, the invalid provision will be severed from the remaining provisions, which will continue to be valid and enforceable to the fullest extent permitted by applicable law.
- **12.5** No Representation. No employee, agent, representative or affiliate of SDL has authority to bind SDL to any oral representation or warranty concerning the Software and related services. Any written representation or warranty not expressly contained in this Agreement is unenforceable.
- 12.6 This Agreement may not be amended, modified, or supplemented by the parties in any manner, except by a written instrument signed by an authorized representative of SDL and Licensee. No provision hereof shall be deemed waived (by any act or omission) unless such waiver is in a writing signed by an authorized representative of SDL.
- 12.7 Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (i) delivered in person, (ii) sent by registered mail return receipt requested, (iii) sent by overnight air courier, or (iv) by facsimile, and in each case forwarded to the appropriate address set forth herein.

12.8 This Agreement shall be governed by and construed in accordance with the laws of England and you and SDL submit to the exclusive jurisdiction of the English Courts in relation to all matters arising therefrom. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded from applicability to this Agreement. You agree, however, that SDL shall be allowed to apply for injunctive remedies in any jurisdiction.