FREE - SOFTWARE LICENSE AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE SOFTWARE.

AGREEMENT: BY USING THE SOFTWARE OR CLICKING AGREE YOU ARE AGREEING TO BE BOUND BY THIS AGREEMENT. IF YOU ARE AGREEING TO THIS AGREEMENT ON BEHALF OF OR FOR THE BENEFIT OF YOUR EMPLOYER, THEN YOU REPRESENT AND WARRANT THAT YOU HAVE THE NECESSARY AUTHORITY TO AGREE TO THIS AGREEMENT ON YOUR EMPLOYER'S BEHALF. IF YOU HAVE A SIGNED WRITTEN AGREEMENT WITH STARDOG UNION THEN THAT AGREEMENT APPLIES TO USE OF THE SOFTWARE AND NOT THIS AGREEMENT.

This agreement is between Stardog Union, a Delaware corporation (**Stardog**), and the customer entering into this agreement (**Customer**). The certain version of the Stardog software, modifications, enhancements, documentation, and license keys provided to Customer, that is described at this link https://docs.stardog.com/ (**Software**) is licensed and is not sold.

1. SCOPE.

This agreement describes the free licensing of the Software.

Subject to the other terms of this agreement, Stardog grants Customer, non-exclusive, non-transferable revocable license to use the Software for the duration specified by Vendor on this link https://www.stardog.com/pricing/.

This license has limited functionality, which is described in detail at this link https://www.stardog.com/pricing/.

Technical support can be found at: http://community.stardog.com

2. DISCLAIMERS.

STARDOG DISCLAIMS ALL WARRANTIES, INCLUDING, BUT WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER UNDERSTANDS THAT THE SOFTWARE MAY NOT BE ERROR FREE, AND USE MAY BE INTERRUPTED.

3. STARDOG PROPERTY.

a. **Reservation of Rights.** The Software, workflow processes, user interface, designs, product documentation, and other technologies provided by Stardog as part of the Software or Implementation Services are the proprietary property of Stardog and its licensors, and all right, title, and interest in and to such items, including all associated intellectual property rights, remain only with Stardog and its licensors. The Software is protected by applicable copyright and other intellectual property laws. Customer may not remove any product identification, copyright, trademark, or other notice from the Software. Stardog reserves all rights unless expressly granted in this agreement.

b. **Restrictions.** Customer *may not:* (i) transfer, assign, sublicense, create derivative works of the Software; (ii) reverse engineer, decompile, disassemble, or translate the Software; (iii) evaluate the Software for the purpose of competing with Stardog; (iv) operate the Software other than in accordance with its product documentation; or (v) circumvent, or attempt to circumvent, the Software restrictions listed at this link https://www.stardog.com/pricing/.

4. TERM AND TERMINATION.

a. **Term.** This agreement and the license expires at the end of the license period specified at this link https://www.stardog.com/pricing/ unless it is earlier terminated at any time by Stardog upon electronic notice to the email address registered with Stardog (it is Customer's responsibility to update this email address, which can be updated by emailing support@stardog.com).

b. **Mutual Termination for Material Breach.** If either party is in material breach of this agreement, the other party may terminate this agreement at the end of a written 15-day notice/cure period, if the breach has not been cured.

c. **Return Stardog Property Upon Termination.** Upon termination of this agreement or a license for any reason, Customer must discontinue using the Software, de-install, and destroy or return the Software and all copies within 5 days. Upon Stardog's request, Customer will confirm in writing its compliance with this destruction or return requirement.

5. MUTUAL CONFIDENTIALITY.

a. **Definition of Confidential Information.** Confidential Information *means* all non-public information disclosed by a party (**Discloser**) to the other party (**Recipient**), whether orally, visually, or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (**Confidential Information**).

b. **Protection of Confidential Information.** The Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Discloser for any purpose outside the scope of this agreement. The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and contractors who need such access for purposes consistent with this agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this agreement.

a. **Exclusions.** Confidential Information *excludes* information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser; (ii) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser; (iii) is received from a third party without breach of any obligation owed to Discloser; or (iv) was independently developed by the Recipient without use or access to the Confidential Information. The Recipient may disclose Confidential Information to the extent required by law or court order,but will provide Discloser with advance notice to seek a protective order.

6. LIABILITY LIMIT.

a. **Exclusion of Indirect Damages. Stardog is not liable for any indirect, special, incidental, or consequential damages arising out of or related to this agreement (including, without limitation, costs of delay; loss of or unauthorized access to data or information; and lost profits, revenue, or anticipated cost savings), even if it knows of the possibility or foreseeability of such damage or loss.**

b. **Total Limit on Liability. Stardog's total liability arising out of or related to this agreement (whether in contract, tort, or otherwise) does not exceed $100.**

7. GOVERNING LAW AND FORUM.

This agreement is governed by the laws of the Commonwealth of Virginia and applicable U.S. federal laws (without regard to conflicts of law principles) for any dispute between

the parties or relating in any way to the subject matter of this agreement. Any suit or legal proceeding must be exclusively brought in the state courts for Arlington County, Virginia, or the Eastern District of Virginia (in the case of federal courts), and Customer submits to this personal jurisdiction and venue. Nothing in this agreement prevents either party from seeking injunctive relief in a court of competent jurisdiction. The prevailing party in any litigation is entitled to recover its attorneys' fees and costs from the other party. UCITA as enacted in Virginia does not apply.

8. OTHER TERMS.

a. **Entire Agreement and Changes.** This agreement constitutes the entire agreement between the parties and supersedes any prior or contemporaneous negotiations or agreements, whether oral or written, related to this subject matter. Customer is not relying on any representation concerning this subject matter, oral or written, not included in this agreement. No representation, promise, or inducement not included in this agreement is binding. No modification or waiver of any term of this agreement is effective unless both parties sign it.

b. **No Assignment.** Neither party may assign or transfer this agreement to a third party, nor delegate any duty, except that the agreement may be assigned, without the consent of the other party, as part of a merger or sale of all or substantially all the businesses or assets of a party.

c. **Independent Contractors.** The parties are independent contractors with respect to each other.

d. **Enforceability and Force Majeure.** If any term of this agreement is invalid or unenforceable, the other terms remain in effect. Except for the payment of monies, neither party is liable for events beyond its reasonable control, including, without limitation, force majeure events.

e. **Money Damages Insufficient.** Any breach by a party of this agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach of this agreement.

f. **No Additional Terms.** Stardog rejects additional or conflicting terms of a Customer's form-purchasing document.

g. **Survival of Terms.** Any terms, that by their nature survive termination of this agreement for a party to assert its rights and receive the protections of this agreement, will survive (including, without limitation, the confidentiality terms). The UN Convention on Contracts for the International Sale of Goods does not apply.

h. **Compliance Audit.** No more than once in any 12-month period and upon at least 30 days' advance notice, Stardog (or its representative) may audit Customer's usage of the Software at any Customer facility. Customer will cooperate with such audit.

i. **Export Compliance.** Customer must comply with all applicable export control laws of the United States, foreign jurisdictions, and other applicable laws and regulations.

j. **U.S. Government Restricted Rights.** If Customer is a United States government agency or acquired the license to the Software hereunder pursuant to a government contract or with government funds, then as defined in FAR §2.101, DFAR §252.227-7014(a)(1), and DFAR §252.227-7014(a)(5), or otherwise, all Software provided in connection with this agreement are "commercial items," "commercial computer software," or "commercial computer software documentation." Consistent with DFAR §227.7202 and FAR §12.212, any use, modification, reproduction, release, performance, display, disclosure, or distribution by or for the United States government is governed solely by the terms of this agreement and is prohibited except to the extent permitted by the terms of this agreement.

k. **Open Source Software Licenses.** The Software may contain embedded open source software components, which are provided as part of the Software and for which additional terms may be included in the product documentation or in a file with the Software.

l. **Feedback.** If Customer provides feedback or suggestions about the Service, then Stardog (and those it allows to use its technology) may use such information without obligation to Customer.