

END-USER LICENSE AGREEMENT FOR RENEWTEK SOFTWARE

IMPORTANT—READ CAREFULLY: This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and RENEWTEK Pty Ltd for the RENEWTEK software that accompanies this EULA ("Software").

YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA BY INSTALLING, COPYING, OR USING THE SOFTWARE. IF YOU DO NOT AGREE, DO NOT INSTALL, COPY, OR USE THE SOFTWARE; YOU MAY RETURN IT TO RENEWTEK FOR A FULL REFUND, IF APPLICABLE.

1 Definitions

- 1.1 Definitions in this Section 1 apply to the Agreement in their respective singular and plural forms. Capitalized terms used in this Agreement but not defined in this Agreement are as defined elsewhere in the Contract.
- 1.2 "Client" means any personal computer, minicomputer, mainframe, workstation, or other computer device that interacts with Server Software.
- 1.3 "Documentation" means manuals, flow charts, and other documents related to the Software.
- 1.4 "Delivery Date" means the date Renewtek first places each Software product with a carrier for delivery to Customer.
- 1.5 "License Fee" means those one-time fees in consideration for the Software Licenses granted under this Contract.
- 1.6 "Server Software" means a copy of Software running on a computer server (or multiple servers if individually licensed) within a System.
- 1.7 "Software" means each of the (1) object code of Renewtek licensed software and (2) any Documentation. "Software" applies specifically to Renewtek' standard commercial Software products and not to other third party or custom software.
- 1.8 "Software License" means each license granted under this Agreement by Renewtek to Customer to use Renewtek Software.
- 1.9 "Update" means a subsequent release of Software, including bug fixes, patches, and maintenance releases, that Renewtek makes generally available at no additional charge to customers that are current in their payment of Support Fees. Updates do not include any option, future product, or any upgrade in features, functionality or performance of the Software that Renewtek separately licenses for an additional fee.
- 1.10 "Decompilation" means the process of translating an executable program into high level source code using a decompiler.

2 License Grant, Restrictions, and Ownership

- 2.1 Each Software product is furnished to Customer under a personal, non-exclusive, non-transferable license solely for Customer's own internal use on Customer's System and in compliance with this Agreement and all applicable laws and regulations. Customer agrees that this Agreement does not permit Customer to: (a) use the Software for a service bureau application or (b) sublicense the Software.
- 2.2 Software is licensed for use by Customer on a per site basis including deployment in development, test and production environments. The license may not be installed in multiple sites or for use by multiple organisations, whether affiliated with the Customer or not, including but not limited to subsidiaries and or other affiliated companies of the Customer.
- 2.3 The Software may only be copied, in whole or in part (with the proper inclusion of Renewtek's copyright notice and any other proprietary notice and/or trademarks on such Software), as may be necessary and incidental for archival purposes or to replace a worn or defective copy.
- 2.4 If Customer is unable to operate the Software on the System due to an equipment malfunction, the license to use the Software may be transferred temporarily to another system during the period of equipment malfunction.
- 2.5 Title to and ownership of the Software and any portions (or any modifications, translations, or derivatives thereof, even if unauthorized) and all applicable rights in patents, copyrights and trade secrets in the Software remains exclusively with Renewtek. Software is valuable, proprietary, and unique, and Customer is bound by and will observe its proprietary nature. Customer will take diligent action to fulfil its obligations under this Agreement by instruction or agreement with its employees or agents who are permitted access to the Software (whose confidentiality obligations will survive termination of employment or agency). Customer may only provide access to Software on a need-to-know basis. Except as set forth in this Agreement or as may be permitted in writing by Renewtek, Customer must not use, provide or otherwise make available the Software or any part or copies thereof to any third party. Customer must not reverse engineer, decompile or disassemble the Software (or any portion thereof) nor otherwise attempt to create or derive the source code. Customer acknowledges that unauthorized reproduction, use, or disclosure of the Software or any part thereof may cause irreparable injury to Renewtek and/or its licensors, who may therefore be entitled to injunctive relief to enforce these license restrictions, in addition to any other remedies available at law, in equity, or under the Contract.
- 2.6 Portions of this software are derived from other works licensed under the Apache license version 2.0. A copy of the Apache license is shipped with this software and can be found in the license/ApacheLicense-2.0.txt file

3 Installation

- 3.1 Customer is responsible for installation of the Software and the installation of any required disk storage systems, network software, application servers, systems and computer terminals or workstations prior to installation of the Software.

4 Maintenance.

- 4.1 Payment of Renewtek's annual maintenance fee entitles Customer to receive upgraded versions of the licensed Software including bug fixes or new functionality as documented in release notes.
- 4.2 Unless otherwise agreed in writing, Renewtek's maintenance obligations do not cover any application, modification or interface written by Renewtek, Customer or a third party. Customer is responsible for (i) installing all Updates and Enhancements to the Software; (ii) updating all other non- Renewtek software used in conjunction with the Software

5 Limited Warranty

- 5.1 Renewtek warrants that it has good and clear title to or has the right to sublicense the Software being licensed under this Agreement free and clear of all liens and encumbrances.
- 5.2 Acceptance of Commercial Software is deemed given by Customer on the Delivery Date. Renewtek warrants for a period of 90 days from Delivery Date, Software used in a manner for which it was designed will generally conform to the applicable Renewtek Documentation provided at the time of delivery.
- 5.3 LIMITATION OF LIABILITY AND REMEDIES. Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced herein and all direct or general damages in contract or anything else), the entire liability of RENEWTEK and any of its suppliers under any provision of this EULA and your exclusive remedy hereunder (except for any remedy of repair or replacement elected by RENEWTEK with respect to any breach of the Limited Warranty) shall be limited to the amount actually paid by you for the Software. The foregoing limitations, exclusions and disclaimers shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.
- 5.4 There are no other warranties, express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement with respect to the Contract or the Software.
- 5.5 Customer must report in writing to Renewtek any breach of the warranties contained in Sections 5.1 and 5.2 above during the relevant warranty period. Renewtek's entire liability and Customer's exclusive remedy shall be, at Renewtek's option, either (a) return of the price paid or (b) repair or replacement of the Software upon its return to Renewtek; provided Renewtek receives written notice from Customer during the warranty period of a breach of warranty. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

6 Confidentiality

- 6.1 Customer hereby acknowledges and agrees that the Software and Documentation constitute and contain valuable proprietary products and trade secrets of Renewtek and/or its suppliers, embodying substantial creative efforts and confidential information, ideas, and expressions. Accordingly, Customer agrees to treat (and take precautions to ensure that its employees treat) the Software and Documentation as confidential in accordance with the confidentiality requirements and conditions set forth below.
- 6.2 Each party agrees to keep confidential all confidential information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information); provided, however, that neither party shall have any such obligation with respect to use or disclosure to others not parties to this Agreement of such confidential information as can be established to: (a) have been known publicly; (b) have been known generally in the industry before communication by the disclosing party to the recipient; (c) have become known publicly, without fault on the part of the recipient, subsequent to disclosure by the disclosing party; (d) have been known otherwise by the recipient before communication by the disclosing party; or (e) have been received by the recipient without any obligation of confidentiality from a source (other than the disclosing party) lawfully having possession of such information.
- 6.3 Customer acknowledges that the unauthorized use, transfer or disclosure of the Software, including by decompilation or reverse-engineering, and Documentation or copies thereof will (i) substantially diminish the value to Renewtek of the trade secrets and other proprietary interests that are the subject of this Agreement; (ii) render Renewtek's remedy at law for such unauthorized use, disclosure or transfer inadequate; and (iii) cause irreparable injury in a short period of time. If Licensee breaches any of its obligations with respect to the use or confidentiality of the Software or Documentation, Renewtek shall be entitled to equitable relief to protect its interests therein, including, but not limited to, preliminary and permanent injunctive relief.
- 6.4 Customer's obligations under this Article 5 will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.

7 General Provisions

- 7.1 If any provision of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this Agreement, and all provisions not affected by such invalidity shall remain in full force and effect.
- 7.2 The waiver by either party of a breach or default in any of the provisions of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions; nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

- 7.3 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties, whether written or oral, relating to the same subject matter. No modification, amendment or supplement to this Agreement shall be effective for any purpose unless in writing, signed by each party.
- 7.4 Notwithstanding anything in this Agreement to the contrary, neither party shall be liable to the other party for any failure to perform, or delay in the performance of, that party's obligations hereunder, when such failure to perform or delay in performance is caused by an event of force majeure; provided, however, that the party whose performance is prevented or delayed by such event of force majeure shall give prompt notice thereof to the other party. For purposes of this Article 7.4, the term "force majeure" shall include war, rebellion, acts of terrorism, civil disturbance, earthquake, fire, flood, strike, lockout, labour unrest, acts of governmental authorities whether by regulation, administrative action or otherwise, shortage of materials, acts of God, and, in general, any other causes or conditions beyond the reasonable control of the parties. No force majeure shall affect Customer's obligation to pay RENEWTEK hereunder for delivery of Software or Services performed.
- 7.5 All notices required or permitted to be given under this Agreement may be sent to a party by ordinary first-class mail at the address shown herein, or to that party's last known place of business, unless that party gives written notice of an alternative address for the purpose of such service. Such notices shall be deemed to have been served upon delivery, but in the event of notices sent by first-class mail, they shall be deemed to have been served at the expiration of five (5) days after posting.