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**1. Scope and Term.** This EULA is applicable to anyone who downloads, installs or uses the Software. To the extent there is a conflict between this EULA and the applicable agreement between C1 and Customer, the terms and conditions of this EULA shall prevail as such conflict applies to the Software. Unless otherwise specified in the applicable Order, the Software is being provided on a per-user subscription basis and may be accessed by no more than the number of users specified in the Order (“Per User Subscription”). Unless otherwise identified in the Order, the “Subscription Term” shall commence on the date that the Order is fully executed by authorized representatives of C1 and Customer (“Subscription Term Commencement Date”) and shall continue for the duration of the Subscription Term, as defined in the Order. Additional Per User Subscriptions may be purchased by Customer during the Subscription Term. All additional Per User Subscriptions purchased by Customer during the Subscription Term shall terminate at the end of the Subscription Term. Customer agrees that its purchase of the licenses for the is not contingent upon the delivery of any future functionality or features.

**2. License Grant.** Subject to the terms and conditions of this EULA, and for the applicable Subscription Term, C1 hereby grants Customer a limited, personal, non-sublicensable, non-exclusive, non-transferrable license to use the Software and the Documentation for Customer’s internal business purposes. The Software and the Documentation may only be used or accessed at the capacity and features for which Customer is licensed as indicated in the applicable Order, and Customer agrees that it will not exceed such use. For premise-based Software, Customer may copy the Software and the Documentation for back-up and archival purposes, provided: (i) the original and each copy remain in Customer’s possession; (ii) that Customer’s installation and use of the Software and Documentation does not exceed its authorized use; and (iii) proprietary rights notices, names and logos of C1 shall be duplicated on each copy.

**3. Ownership.** Except for the limited license rights expressly granted in this EULA, C1 reserves all rights, title and interests in and to the Software and Documentation and any modifications thereto. No rights to the Software are granted to Customer except as expressly stated herein.

**4. Restrictions.** To the extent permissible under applicable law, Customer shall not, and shall not permit or encourage any third party to: (i) decompile, disassemble, reverse engineer, disable security measures or cause or allow discovery of the source code (except to the extent that such a restriction would be a breach of applicable law) of the Software; (ii) alter, modify or create any derivative works based on the Software or Documentation; (iii) merge the Software with any other Software other than as expressly set forth in the Documentation; (iv) use, copy, sell, sublicense, lease, rent, loan, assign, convey or otherwise transfer the Software or Documentation except as expressly authorized by C1; (v) distribute, disclose or allow use of the Software or Documentation, in any format, through any timesharing service, service bureau, network or by any other means; (vi) remove, obscure or alter the copyright, trademark or other proprietary notices affixed to or contained in the Software or the documentation; (vii) gain access to or the use of any Software or part thereof without authorization from C1, including using the Software that is licensed for a specific device, whether physical or virtual, on a different device; (viii) use the Software with third-party products or service offerings that C1 has not identified as compatible with the Software; (ix) attempt to make the Software available to more users than the number of purchased concurrent users per the Order; or (x) attempt to gain unauthorized access to the Software or its related systems or networks.

**5. Limited Warranty.** C1 warrants that for the duration of the Subscription Term: (i) the Software shall perform materially in accordance with the Documentation; and (ii) the functionality of the Software will not be materially decreased during the Subscription Term. For purposes of this Section as it relates to perpetual Software licenses, Subscription Term shall mean thirty (30) days from the date the Software is delivered to Customer. EXCEPT AS EXPRESSLY STATED HEREIN, THE SOFTWARE IS PROVIDED “AS-IS.” THE EXPRESS WARRANTIES HEREIN ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH C1 SPECIFICALLY DISCLAIMS. C1 DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE SOFTWARE OR SERVICES PROVIDED HEREUNDER. C1 DOES NOT WARRANT THAT THE



SOFTWARE AND ANY RELATED SERVICES ARE IMMUNE FROM OR WILL PREVENT FRAUDULENT INTRUSION OR UNAUTHORIZED USE. C1 SHALL NOT BE RESPONSIBLE FOR UNAUTHORIZED USE (OR THE IMPACTS OF SUCH USE) OF COMMON CARRIER SERVICES OR FACILITIES ACCESSED THROUGH OR CONNECTED TO THE SOFTWARE. UNLESS OTHERWISE AGREED, CUSTOMER IS SOLELY RESPONSIBLE FOR ENSURING ITS NETWORKS AND SYSTEMS ARE ADEQUATELY SECURED AGAINST UNAUTHORIZED INTRUSION.

**6. Audit.** During the Subscription Term for the Software and for a period of three (3) years after its expiration or termination, Customer will take reasonable steps to maintain complete and accurate records of its use of the Software sufficient to verify compliance with this EULA. At C1's request, and upon reasonable prior written notice, C1 will have the right to inspect Customer's compliance with this EULA. If the audit discloses underpayment of license fees, Customer will promptly pay such fees plus the reasonable cost of the audit as invoiced by C1.

**7. Customer Responsibilities.** Customer shall be responsible for its permitted users' compliance with the terms and provisions of this EULA and use the Software only in accordance with applicable laws and government regulations. Customer acknowledges that certain Software may contain programming that: (i) restricts, limits and/or disables access to certain features, functionality or capacity of such Software subject to Customer making payment for licenses to such features, functionality or capacity; or (ii) periodically deletes or archives data generated by use of the Software and stored on the applicable storage device if not backed up on an alternative storage medium after a certain period of time.

Customer is responsible for all activities (whether lawful or unlawful) that occur under Customer's user accounts. Customer shall: (A) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all customer data; (B) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Software, and notify C1 promptly of any such unauthorized use; and (C) comply with all applicable local, state, and federal laws in using the Software.

Customer shall not: (A) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time-share, or otherwise commercially exploit or make the Software available to any third party; (B) upload to the Software or cause to be uploaded to the Software or store on any computer that is used to access the Software any infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material harmful to children or violative of third-party privacy rights; (C) upload to the Software or cause to be uploaded to the Software or store on any computer that is used to access the Software material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (D) interfere with or disrupt the integrity or performance of the Software or the data contained therein; (E) attempt to gain unauthorized access to the Software or its related systems or networks; or (F) conceal or remove any title, trademark, copyright, proprietary, or restricted rights notice contained in the Software or the Service associated therewith.

Customer shall not: (A) download, reproduce, copy, alter, adapt, modify, improve, enhance, translate, or create derivative works based on the Software or related documentation; (B) create "links" to or from the Software, or "frame" or "mirror" any content forming part of the Software, other than on Customer's own intranet(s) for its own internal business purposes; or (C) disassemble, reverse engineer, decompile, or otherwise attempt to reveal the code, trade secrets, or know-how underlying the Software or any related technology for any reason, or access the Software in order to: build a competitive product or service; build a product or service using similar features, functions or graphics of the Software; or copy any features, functions or graphics of the Software.

**8. Termination.** If Customer breaches the terms and conditions of this EULA, and if within ten (10) business days of Customer's receipt of a reasonably detailed written notice of breach, Customer has not cured all identified breaches, C1 may immediately terminate the Software licenses granted hereunder without prejudice to any available rights and remedies in contract and for infringement. Upon termination or expiration, Customer shall, at C1's option, immediately return to C1 or permanently destroy, and certify such destruction in writing to C1, the Software and Documentation and any copies thereof in Customer's possession.

**9. Confidentiality.** The terms of the Order and this EULA, the Software and the Documentation are C1's Confidential Information, and Customer shall protect the confidentiality of such Confidential Information.

**10. Feedback and Data Usage.** C1 shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Software any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including users, relating to the operation and/or functionality of the Software. Customer acknowledges and agrees that C1 may obtain and aggregate technical and other data about Customer's use of the Software, excluding any personally identifiable information with respect to Customer ("Aggregated Anonymous Data"), and C1 may use the Aggregated Anonymous Data to analyze, improve, support and operate the Software, and otherwise for any business purpose, during and after the Subscription Term, including without limitation to generate industry benchmarks or best practices guidance, recommendations or similar reports for distribution to and consumption by Customer and other C1 customers and prospects. For clarity, this Section does not give C1 the right to identify Customer as the source of any Aggregated Anonymous Data.



**11. Limitation of Liability.** C1 SHALL IN NO CASE BE LIABLE FOR PUNITIVE, SPECIAL INCIDENTAL, OR CONSEQUENTIAL DAMAGES, (INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOST SAVINGS, OR LOST REVENUES OF ANY KIND; LOST OR CORRUPTED, MISDIRECTED, OR MISAPPROPRIATED DATA; NETWORK DOWNTIME; INTERRUPTION OF BUSINESS ARISING OUT OF OR IN CONNECTION WITH PERFORMANCE OR NON-PERFORMANCE OF THE SOFTWARE AND/OR SERVICES, OR USE BY USE OF SUCH BY CUSTOMER; CHARGES FOR COMMON CARRIER TELECOMMUNICATION SERVICES; COST OF COVER; OR CHARGES FOR FACILITIES ACCESSED THROUGH OR CONNECTED TO THE SOFTWARE ("TOLL FRAUD"). THE PREVIOUS SENTENCE APPLIES REGARDLESS OF WHETHER C1 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ALL LIABILITY OF C1, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS COLLECTIVELY, TO CUSTOMER, WHETHER BASED IN WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL NOT EXCEED, IN THE AGGREGATE, THE TOTAL FEES ATTRIBUTABLE TO SOFTWARE PAID OR PAYABLE BY CUSTOMER TO C1 UNDER THE APPLICABLE ORDER DURING THE TWELVE (12) MONTH PERIOD BEFORE THE INITIAL CLAIM. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. NOTHING IN THIS EULA LIMITS OR EXCLUDES ANY LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW.

**12. Export Control.** C1 Software and related services are subject to US and local export control laws and regulations. Customer shall not directly or indirectly export, re-export, import, download, or transmit the Software to any country, end user or for any use that is prohibited by applicable U.S. regulation or statute (including but not limited to those countries embargoed by the U.S. government).

**13. High Risk Activities.** The Software is not fault-tolerant and are not designed, manufactured or intended for any use requiring fail-safe performance in which the failure of the Software could lead to death, serious personal injury, severe physical or environmental damage ("High Risk Activities"). This includes the operation of aircraft or nuclear facilities. Customer shall not to use, the Software in connection with any High Risk Activities.

**14. U.S. Government End Users.** The Software shall be classified as "commercial computer software" and the Documentation is classified as "commercial computer software documentation" or "commercial items," pursuant to FAR 12.212 or DFAR 227.7202, as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the Software or Documentation by the Government of the United States shall be governed solely by the terms of this EULA.

**15. Severability; Survival of Terms.** If any term or provision of this EULA is held to be illegal, unenforceable, or invalid, the remaining terms and provisions hereof shall remain in full force and effect. The provisions concerning confidentiality, indemnity, license restrictions, export control, and all limitations of liability and disclaimers and restrictions of warranty (as well as any other terms which, by their nature, are intended to survive termination) will survive any termination or expiration of this EULA.

**16. Governing Law.** Unless otherwise specified in the master agreement between C1 and Customer, this EULA shall be governed by the laws of the State of Minnesota, excluding its conflict of law principles. The parties agree the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

**17. Software as a Service.** If the applicable order identifies the Software as being provided on an "as a Service" basis ("SaaS"), C1 will provide maintenance and support on the Software in accordance with the services description provided separately.

**18. Software as a Cloud Service.** If the applicable order identifies the Software as being provided as a cloud-based service, C1 will provide the Software via Customer's access to C1's cloud platform in accordance with the terms of service provided separately.

**19. Third Party Beneficiaries.** Customer agrees that to the extent permitted under applicable law, licensor(s) of third-party software components of the Software are third party beneficiaries of this EULA, and such third-party licensor(s) will be entitled to enforce this EULA against Customer in the event of a breach or anticipated breach of licensors' intellectual property rights by Customer.