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1.1 “**Documentation**” means user manuals, technical manuals, and any other materials provided and made available to Licensee by Veracity in connection with the Software, in printed, electronic, or other form, that describe the installation, operation, use, or technical specifications of the Software, as updated by Veracity from time to time.

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1.7 “**Services Agreement**” means a separate written agreement entered into by the parties for Licensee’s purchase of the Subscription License granted under this Agreement, and other services from Veracity.

1.8 “**Software**” means Veracity’s SDN-based industrial network controller and associated computer programs, software applications, and software modules provided to Licensee in accordance with the terms and conditions of this Agreement.

1.9 “**Subscription License**” means a license to Software granted to Licensee hereunder for which the license term, subject to the terms and conditions of this Agreement, is for the Subscription Term.

1.10 “**Subscription Term**” means the period during which the Licensee is subscribed to the Software as set forth on the Services Agreement.

2. **License.**

2.1 **Limited License Grant.** Subject to and conditioned upon Licensee’s strict compliance with all of the terms and conditions set forth in this Agreement and the license type purchased in the Services Agreement, Veracity hereby grants Licensee a non-exclusive, non-transferable, non-sublicensable, limited license (the “Software License”) to (a) download and install in accordance with the Documentation one (1) copy of the Software on (i) a computer owned, leased or controlled by Licensee or (ii) another device expressly permitted by the Documentation; (b) (i) use and run the downloaded and installed Software; and (ii) access and use any Software that Veracity provides Licensee access to via Veracity’s software-as-a-service or platform-as-a-service offering, all of the foregoing solely for Licensee’s internal business use in accordance with this Agreement, the Services Agreement, and the Documentation; and (d) download or otherwise make one (1) copy of the Documentation, with all copyright notices intact, solely in support of Licensee’s licensed use of the Software in accordance with this Agreement. The term of the Software License shall be either the Subscription Term or perpetual in the case of a Perpetual License, unless terminated pursuant to Section 10 of this Agreement.

2.2 **Restrictions.** You acknowledge and agree that the Software constitutes valuable intellectual property of Veracity. Accordingly, except as expressly authorized under this Agreement or in a separate written agreement signed by authorized representatives of both parties, you will not directly or indirectly do or permit any other person or entity to do any of the following: (i) access, use, copy, duplicate, modify, adapt, alter, translate, or create derivative works of the Software or Documentation, including any new applications, software modules, products, services, or programs of any kind; (ii) sublicense, lease, rent, loan, distribute, assign, give, transfer, or allow any third party to access the Software or Documentation (electronically or otherwise) or any copy, adaptation, transcription, or merged portion thereof; (iii) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software; (iv) use the Software or Documentation for rental, timesharing, subscription service, hosting, or outsourcing; (v) remove or modify the labels, program markings, or any proprietary rights notices (including any copyright notices) from the Software or Documentation; (vi) use the Software for purposes of benchmarking or competitive analysis of the Software, or developing, using, or providing a competing software product or service; or (vii) use the Software or Documentation for any purpose other than Licensee’s internal business use. You may not use the Software or Documentation for any unlawful, improper, or fraudulent activity or in violation of any law, regulation, or rule. Veracity reserves the right to immediately terminate or suspend this Agreement and/or your use or access to the Software if you engage in any activity prohibited by this Section 2.2.

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3. **Additional Obligations.**

3.1 **Responsibility for Use of Software.** Licensee is responsible and liable for all uses of the Software and Documentation. Specifically, and without limiting the generality of the foregoing, Licensee is responsible and liable for all actions and failures to take required actions with respect to the Software and Documentation by Licensee or by any other Person to whom Licensee may provide access to or use of the Software and/or Documentation, whether such access or use is permitted by or in violation of this Agreement.

3.2 **Assistance.** You will provide Veracity any data, information, and assistance reasonably necessary for Veracity to fulfill its obligations under this Agreement.

3.3 **Networks and Hardware.** You agree to comply with applicable hardware, software, data and other technical requirements for your access and use of the Software, as established by Veracity from time to time, and you agree to access and use the Software in accordance with Veracity's then-current Documentation.

4. **Payment.** All License Fees and related maintenance and support fees are payable in advance in the manner set forth on the Services Agreement as applicable. All such fees are non-refundable except as may be expressly set forth herein. Any renewal of the license or maintenance and support services hereunder shall not be effective until the fees for such renewal have been paid in full.

5. **Compliance Measures.** Veracity may, in Veracity's sole discretion, audit Licensee's use of the Software to ensure Licensee's compliance with this Agreement. Licensee will reasonably cooperate with Veracity's personnel conducting such audits and provide reasonable access to records, systems, equipment, information, and personnel. Notwithstanding and without limiting the foregoing, you agree that (i) Veracity may monitor your downloading, installation, copying, and use of the Software, without providing you any prior notice, to confirm that it is used in accordance with this Agreement; (ii) you will not block or interfere with any such monitoring by Veracity; and (iii) you will provide Veracity with any information that it reasonably requests to verify your compliance with this Agreement.

6. **Ownership.** Licensee acknowledges and agrees that the Software and Documentation are provided under license, and not sold, to Licensee. Licensee does not acquire any ownership interest in the Software or Documentation under this Agreement, or any other rights thereto, other than to use the same in accordance with the Software License granted and subject to all terms, conditions, and restrictions under this Agreement. Veracity reserves and shall retain its entire right, title, and interest in and to the Software and Documentation and all Intellectual Property Rights arising out of or relating to the Software and Documentation, except as expressly granted to the Licensee in this Agreement. Licensee shall safeguard all Software and Documentation (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access.

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7.4 Veracity may provide additional professional services to Licensee, as mutually agreed to by the parties in the Services Agreements.

8. **Confidentiality.** “**Confidential Information**” as used herein means information in any form or medium (whether oral, written, electronic, or other) that one party (the “Disclosing Party”) considers confidential or proprietary, including information consisting of or relating to the Disclosing Party’s technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, whether or not marked, designated, or otherwise identified as “confidential.” Without limiting the foregoing, you agree that the Software, the Documentation, and all code, inventions, algorithms, know-how and ideas you obtain from Veracity and all other business, technical and financial information you obtain from Veracity shall be deemed to be the Confidential Information of Veracity. The party receiving Confidential Information (the “Receiving Party”) (a) will hold the Disclosing Party’s Confidential Information in strict confidence; (b) will not disclose the Confidential Information to any third party and will implement practices and procedures as necessary to prevent such disclosure, which steps shall include at least those taken by the Receiving Party to protect its own confidential information of like kind; and (c) will use Confidential Information only as expressly authorized by this Agreement otherwise in writing by the Disclosing Party. The Receiving Party will promptly notify the Disclosing Party in writing of any unauthorized use or disclosure of any Confidential Information. The obligation of nondisclosure in this Agreement shall not be breached by disclosure required in a judicial proceeding or governmental investigation, provided that the Receiving Party gives the Disclosing Party prior written notice of such requirement and affords the Disclosing Party an opportunity to oppose such disclosure or seek a protective order or to otherwise protect its interests. All Confidential Information and any modifications, enhancements or improvements thereto shall remain the property of the Disclosing Party and, except as expressly provided herein, no license or other rights to such Confidential Information or any such modifications, enhancements or improvements is granted or implied hereby. The Receiving Party will return to the Disclosing Party, upon the termination of this Agreement (or earlier written request), all writings, documents, drawings and any other materials which disclose and/or contain the Disclosing Party’s Confidential Information as well as all excerpts, summaries, and copies thereof and work sheets and the like pertaining thereto.

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10. **Term and Termination.**

10.1 Unless as otherwise earlier terminated as set forth in this Section 10, this Agreement shall remain in effect (i) for the Subscription Term for any Subscription License; or (ii) on a perpetual basis for any Perpetual License.

10.2 Licensee may terminate this Agreement by ceasing to use and destroying all copies of the Software and Documentation.

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10.4 Upon expiration or earlier termination of this Agreement for any reason, the Software License granted hereunder shall also terminate, and Licensee shall cease using and destroy all copies of the Software and Documentation. No expiration or termination shall affect Licensee's obligation to pay all Licensee Fees and related maintenance and support fees that may have become due before such expiration or termination. Those rights, obligations or provisions under this Agreement that, by their nature, should survive termination or expiration of this Agreement, will survive any such expiration or termination of this Agreement, including without limitation Sections 1, 2.4 (last sentence only), 2.5, 4, 6, 8, 10, 12, 13 and 15.

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11.1 Veracity warrants that, for a period of ninety (90) days following the purchase date set forth on the Services Agreement, the Software will substantially contain the functionality described in the Documentation, and when properly installed on a computer meeting the specifications set forth in, and operated in accordance with, the Documentation, will substantially perform in accordance therewith. **THE FOREGOING WARRANTIES DO NOT APPLY, AND VERACITY STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY MATERIALS.**

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12. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW:

12.1 IN NO EVENT WILL VERACITY OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY, OR INABILITY TO USE THE SOFTWARE; LOST REVENUES OR PROFITS; DELAYS, INTERRUPTION, OR LOSS OF SERVICES, BUSINESS, OR GOODWILL; LOSS OR CORRUPTION OF DATA; LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION, OR SHUTDOWN; FAILURE TO ACCURATELY TRANSFER, READ, OR TRANSMIT INFORMATION; FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION; SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION; OR BREACHES IN SYSTEM SECURITY; OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT VERACITY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.2 IN NO EVENT WILL VERACITY AND ITS AFFILIATES', INCLUDING ANY OF ITS OR THEIR RESPECTIVE LICENSORS' AND SERVICE PROVIDERS', COLLECTIVE AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO VERACITY PURSUANT TO THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE EVENT WHICH GAVE RISE TO THE CLAIM.

12.3 THE LIMITATIONS SET FORTH IN THIS SECTION 12 SHALL APPLY EVEN IF THE LICENSEE'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

13. **Indemnification.** You agree to indemnify, defend and hold harmless Veracity and its affiliates, and each of its and their respective officers, directors, employees, agents, subcontractors, successors and assigns, against any and all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder, for any claim or action brought against Veracity by any third party arising out of or relating to (a) an alleged or actual breach by Licensee of this Agreement; (b) Your use, modification, or distribution of the Software or the Documentation, including, but not limited to, any allegation that any such use, modification, or distribution infringes, misappropriates or otherwise violates any intellectual property (including, without limitation, copyright, patent, and trademark), privacy, publicity or other rights of any third party; (c) Your alleged or actual violation of or non-compliance with any applicable laws, legislation, policies, rules, regulations or governmental requirements (including, without limitation, any laws, legislation, policies, rules, regulations or governmental requirements related to privacy and data collection); or (d) any negligent, reckless, or willful act, error or omission (professional or otherwise) by Licensee or any of its employees, agents or representatives in connection with this Agreement.

14. **Escrow.** Veracity has or will enter into an escrow agreement ("**Escrow Agreement**") with an escrow agent ("**Escrow Agent**"), pursuant to which Veracity will deposit the Software with the Escrow Agent. Licensee may sign up as a beneficiary under the Escrow Agreement to receive access to the Software source code, and a license to maintain, support, and use the Software, subject to and in accordance with the terms of the Escrow Agreement.

15. **General.**

15.1 **Injunctive Relief.** Each party acknowledges and agrees that damages are an inadequate remedy in the event of an actual, intended or threatened breach of this Agreement and that any such breach by a party will cause the other party irreparable injury and damage. Accordingly, each party agrees that the other party shall be entitled to

preliminary and permanent injunctive relief in the event of an actual, intended or threatened breach by such party, without any requirement to post a bond or prove any actual damages to such party (and without waiving any additional rights or remedies, including monetary damages, otherwise available to such party at law, in equity or by statute).

15.2 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

15.3 Export Regulation. The Software and Documentation may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. The Licensee shall not, directly or indirectly, export, re-export, or release the Software or Documentation to, or make the Software or Documentation accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. The Licensee shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Software or Documentation available outside the US.

15.4 U.S. Government Rights. The Software is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if the Licensee is the US Government or any contractor therefor, Licensee shall receive only those rights with respect to the Software and Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

15.5 Compliance with Law. You will comply fully with all laws and regulations of the United States and other countries applicable to your performance under this Agreement.

15.6 Assignability. You may not assign, sublicense or otherwise transfer your rights under this Agreement without the prior express written consent of Veracity, which consent may be withheld in Veracity's sole discretion. Any attempt or offer by you to assign, sublicense, sell or transfer your interests in this Agreement in violation of this Section 15.6 will be void and will immediately terminate the licenses granted hereunder.

15.7 Amendments. No provision of this Agreement may be modified except by a written document signed by duly authorized representatives of both parties.

15.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any disputes hereunder shall be within the exclusive jurisdiction of the state and/or federal courts located within the State of Washington, and the parties hereby consent to such exclusive jurisdiction and waive objections to venue therein and jurisdiction thereof.

15.9 Excusable Delays. Neither party shall incur liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement (other than payment obligations), where such failure is caused in whole or in part by events, occurrences, or causes beyond the reasonable control of the party.

15.10 Waiver. No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the other party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other party, whether express or implied, shall not constitute a consent to waiver of, or excuse for, any different or subsequent breach.

15.11 Legal Expenses. If any action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged or actual dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding in addition to any other relief to which it may be entitled.

15.12 **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

15.13 **Entire Agreement.** This Agreement, together with the Services Agreement and all other documents that are incorporated by reference herein, represents the entire understanding between the parties and integrates by its terms all previous agreements and understandings, oral or written, between the parties.