Teamstudio Software License Agreement

Please read this agreement carefully before purchasing a license to use Teamstudio Software. These terms constitute a binding agreement between you ("you" or "Customer") and Teamstudio, Inc., a Massachusetts corporation with its principal place of business located at 100 Cummings Center, Suite 336-B, Beverly, MA 01915 ("Teamstudio"). By installing and/or using the Licensed Product, you signify your agreement with these terms. Capitalized terms in this Agreement have the meanings set forth herein. Teamstudio may modify, alter or otherwise update the terms of this Agreement; updates to this Agreement may be found at www.teamstudio.com/licensing/.

IF YOU DO NOT AGREE WITH THESE TERMS, OR ANY NEW OR MODIFIED TERMS, DO NOT INSTALL OR IN ANY MANNER USE THE LICENSED PRODUCT.

1. This Agreement contains the entire understanding of Teamstudio and Customer and supersedes all prior written or oral communications between the parties with respect to the subject matter hereof. This Agreement does not operate as an acceptance of any conflicting terms and conditions and shall prevail over any conflicting provisions of any purchase order of Customer or any other instruments except as set forth herein.

2. Definitions:

2.1 Documentation means the softcopy documentation provided by Teamstudio with the Licensed Program, such as softcopy user manuals and online help.

2.2 Licensed Product means, collectively, the Licensed Program and Documentation.

2.3 Licensed Program means the executable code version of the Teamstudio Software, as well as any updates or new versions that may be delivered by Teamstudio to Customer during the term of this license. Licensed Program does not include Prerequisites, as defined in Section 4 hereof.

3. License Grant:

3.1 Teamstudio hereby grants to Customer a limited, non-exclusive, non-transferable license to install and use the Licensed Program in accordance with the attached Schedule of Products. All use of the Licensed Product by Customer and its end users shall be made solely in accordance with this Agreement and the Documentation.

3.2 Customer will comply with any terms and conditions associated with the use of any Prerequisites. Customer acknowledges and agrees that Customer remains solely liable for any claims that arise from Customer's use of any Prerequisites or any applications or products not provided by Teamstudio and that Teamstudio shall have no liability whatsoever under any circumstances for such use.

3.3 This license is subject to the following limitations, the breach of any of which will constitute a material breach of this Agreement and will result in immediate termination of the licenses and rights granted to Customer herein:

    (a) The Licensed Product shall be used only by Customer for Customer's sole and exclusive benefit, and shall not be used to provide services to third parties.

    (b) Customer shall not transfer, distribute or sublicense the Licensed Product to any third parties,

and Customer's license shall automatically terminate in the event of such a transfer or distribution.

(c)   Customer shall not lease or lend the Licensed Program or otherwise allow use of the Licensed Program by or on behalf of any third party.

(d)   Customer may not use the Licensed Program in such a way that results in Customer's development of software products or services that are directly or indirectly competitive with the Licensed Product or other Teamstudio products or services.

(e)   Customer shall not remove, cover, alter, or obfuscate any copyright notices or other proprietary rights notices placed or embedded by Teamstudio on or in the Licensed Product.

(f)   Customer shall not have a right to, and shall not modify, translate, adapt or create derivative works based on the Licensed Program, or merge the Licensed Program into any other program or materials.

(g)   Customer agrees not to, directly, or indirectly, decompile, disassemble, reverse engineer or otherwise attempt to discover the source code or underlying ideas or algorithms of the Licensed Program or related materials.

(h)   Teamstudio and its licensors reserve all rights to the Licensed Product not specifically granted herein.

4.   Ownership/Prerequisites:

4.1   The Licensed Product is the proprietary property of Teamstudio or its licensors and is protected by the copyright law of the U.S., international treaties and other applicable laws. Teamstudio and its licensors retain any and all rights, title and interest in and to the Licensed Product, including in all copies, improvements, enhancements, modifications and derivative works of the Licensed Product. Customer's rights to use the Licensed Product shall be limited to those expressly granted in Section 3. All rights not expressly granted to Customer are retained by Teamstudio and/or its licensors.

4.2.   Teamstudio shall identify a list of prerequisite hardware and software required for installation and use of the Licensed Program ("Prerequisites"). Customer shall be responsible for acquiring, or authorizing Teamstudio to acquire on Customer's behalf, all Prerequisites prior to installation and use of the Licensed Program. Teamstudio shall not be a party to any software or other license agreement associated with the Prerequisites whether or not downloaded or installed by Teamstudio personnel on Customer's behalf. Notwithstanding anything to the contrary in this Agreement, Teamstudio makes no warranty of any kind with regard to the Prerequisites.

4.3   Teamstudio shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Licensed Product or services any suggestions, enhancement requests, recommendations or other feedback provided by Customer, relating to the operation of the Licensed Product or services.

5.   Term and Termination:

5.1   Subject to the limitations herein, the term of the license set forth in this Agreement and the Maintenance and Support provided therewith shall be for a period of one (1) year commencing upon the date of purchase (the "Initial Term" and with any subsequent renewal term, the "Term").

5.2   THE INITIAL TERM OF THE LICENSE SET FORTH IN THIS AGREEMENT AND THE MAINTENANCE AND

SUPPORT SERVICES PROVIDED THEREWITH SHALL AUTOMATICALLY RENEW FOR SUBSEQUENT PERIODS OF ONE (1) YEAR UNLESS AND UNTIL CUSTOMER PROVIDES WRITTEN NOTICE TO TEAMSTUDIO OF ITS INTENT TO TERMINATE AT THE END OF THE THEN-CURRENT TERM. AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF ANY SUCH INITIAL TERM OR RENEWAL TERM, TEAMSTUDIO WILL SEND CUSTOMER A QUOTE FOR SUCH RENEWAL PERIOD.

5.3   Teamstudio shall have the right to terminate this Agreement if Customer fails to pay any required Fee(s) or otherwise fails to comply with the license terms and conditions set forth herein.   In the event that Customer's failure to comply is not payment-related, Teamstudio shall give written notice to Customer of such default, and if such default has not been remedied within thirty (30) days after such notice, the license granted hereunder shall terminate.   In the event that Customer has failed to pay any required Fee(s), whether a License fee, Installation Fee or Fee due upon any renewal, additional licenses, maintenance, subscriptions or any other services, Teamstudio shall give written notice to Customer of such default, and if such default has not been remedied in full within five (5) days of such notice, all licenses granted hereunder are hereby automatically revoked without further notice.

5.4   Customer agrees, upon expiration of the Term or upon termination of this Agreement for any reason, to immediately discontinue use of the Licensed Product and return or destroy the Licensed Program and copies thereof as directed by Teamstudio and, if requested by Teamstudio, to certify in writing as to the destruction or return of the Licensed Product and all copies thereof.

5.5   Sections 3.2, 4, 5.3, 5.4, 6, 7.2, 8, 10 and 15 of this Agreement shall survive the expiration or termination of Customer's license and this Agreement.

6.   Warranty:

6.1   Teamstudio warrants that during the term of this Agreement, for a period of ninety (90) days following installation on the Computer System, the Licensed Program will perform in all material respects in accordance with the specifications in the Documentation. Customer's exclusive remedy for any breach of the warranty contained in this Section 6.1 is for Teamstudio, at its expense, to use commercially reasonable efforts to replace or repair the Licensed Program. Customer must notify Teamstudio in writing of any specific defect within the ninety (90) day period.

6.2   Any modification or attempted modification of the Licensed Product by Customer, any failure by Customer to implement any improvements or updates to the Licensed Product as supplied by Teamstudio, or any use of the Licensed Product not in compliance with the specifications set forth in the Documentation, shall void the limited warranties set forth herewith. Teamstudio shall not be responsible for any defect in, or caused by, any additions or modifications to the Licensed Product by Customer.

6.3   EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION 6:

(a)   TEAMSTUDIO EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS WELL AS ALL WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PEFORMANCE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW; AND

(b)   TEAMSTUDIO MAKES NO WARRANTY THAT THE LICENSED PROGRAM AND/OR SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE LICENSED PROGRAM AND/OR SERVICES WILL

BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES TEAMSTUDIO MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE LICENSED PROGRAM AND/OR SERVICES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

7.   Mutual Indemnification:

7.1   Teamstudio shall defend Customer against any claim, demand, suit, or proceeding made or brought against Customer by a third party alleging that the use of the Licensed Program as permitted hereunder infringes or misappropriates the copyright or patent rights of a third party (a "Claim Against Customer"), and shall indemnify Customer for any damages, attorney fees and costs finally awarded against Customer as a result of, and for amounts paid by Customer under a court approved settlement of, a Claim Against Customer; provided that Customer shall (a) promptly give Teamstudio written notice of the Claim Against Customer; (b) give Teamstudio sole control of the defense and settlement of the Claim Against Customer (provided that Teamstudio may not settle any Claim Against Customer unless the settlement unconditionally releases Customer of all liability); and (c) provide to Teamstudio all reasonable assistance, at Customer's expense. In the event of a Claim Against Customer, or if Teamstudio reasonably believes the Licensed Program may infringe, Teamstudio may in its discretion and at no cost to Customer (i) modify the Licensed Program so that it no longer infringes, without breaching its warranties under Section 6.1 above, (ii) obtain a license for Customer's continued use of the Licensed Program in accordance with this Agreement, or (iii) terminate Customer's license for such Licensed Programs upon ten (10) days' written notice and refund payments actually received by Teamstudio from Customer for the Licensed Product which is the subject of the infringement claim. Teamstudio shall have no indemnification obligation for any claim to the extent based upon the following: (a) Customer's use of the Licensed Program in combination with other items when such infringement would not have occurred from the use of the Licensed Program solely for the purpose for which they were designed or sold by Teamstudio; (b) modifications to the Licensed Program not authorized in writing by Teamstudio; or (c) Customer's continued use of the Licensed Program following notification to suspend use due to a claim or threat of a claim as described in this Section 7.1.

7.2   Customer shall defend Teamstudio against any claim, demand, suit or proceeding made or brought against Teamstudio by a third party alleging that Customer's use of the Licensed Programs, Prerequisites, Maintenance and Support services or Technical Support services is (i) in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law, or (ii) otherwise related to a breach by Customer of this Agreement (a "Claim Against Teamstudio"), and shall indemnify Teamstudio for any damages, attorney fees and costs finally awarded against Teamstudio as a result of, or for any amounts paid by Teamstudio under a court-approved settlement of, a Claim Against Teamstudio; provided that Teamstudio (a) promptly gives Customer written notice of the Claim Against Teamstudio; (b) gives Customer sole control of the defense and settlement of the Claim Against Teamstudio (provided that Customer may not settle any Claim Against Teamstudio unless the settlement unconditionally releases Teamstudio of all liability); and (c) provides to Customer all reasonable assistance, at Customer's expense. Customer shall have no indemnification obligation for any claim to the extent based upon the gross negligence or willful misconduct of Teamstudio.

7.3   This Section 7 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section 7.

8.   Use of Licensed Program and Limitation of Liability:

8.1   The Licensed Program is a tool that is not intended to replace the professional skills and judgment of

Customer and its employees, agents and consultants. Customer alone shall be responsible for any use made by Customer of the output of the Licensed Program or any reliance thereon by Customer or Customer's End Users. Customer shall also be responsible for the continued operation and maintenance of the computer equipment, the Prerequisites and the third-party software used with the Licensed Program. For these reasons, Customer agrees to be solely responsible for the design, repair and configuration of Customer's equipment, machinery, systems and/or products. Customer assumes all risks and liability for results obtained by the use of and/or implementation of the designs developed by Customer that are in any way influenced by the use of the Licensed Program or the provision of services, whether such designs are used singly or in combination with other designs or products. Customer shall protect, indemnify, hold harmless and defend Teamstudio of and from any loss, cost, damage or expense, including attorneys' fees, arising from any claim asserted against Teamstudio that is in any way associated with the matters set forth in this Section 8.1.

8.2   Without limitation of Section 8.1 above, the liability of Teamstudio for any claim relating to the subject matter of this Agreement regardless of the form of action, whether in contract or tort, including claims of negligence or claims of intellectual property infringement against Teamstudio, shall be limited to the total of all amounts Customer has paid to Teamstudio for the Licensed Program or services that are finally determined by a court of competent jurisdiction to have caused damages or that are directly related to the cause of action. The limitation of liability hereunder shall be further limited to the amounts received by Teamstudio from Customer in the twelve (12) month period immediately prior to the date that Customer provides Teamstudio with written notice of such claim. In no event shall Teamstudio be liable for any incidental, indirect, exemplary, special or consequential damages including, without limitation, loss of use, loss of profits or other consequential damages, even if Teamstudio has been advised of the possibility of such damages. No action, regardless of form, relating to the transactions under this Agreement may be brought by Customer more than one (1) year after the event giving rise to the cause of action has occurred.

9.   Maintenance and Support:

9.1   Maintenance refers to any updates to the Licensed Program that may be made available by Teamstudio during the Term of this Agreement.

9.2   Support refers to services such as installation of the Licensed Program and access to technical support as set forth herein or in a separate Services Agreement.

9.3   In connection with the Maintenance and Support provided by Teamstudio pursuant to this Agreement, Customer agrees to install or allow Teamstudio to install the bug fixes, upgrades or new releases of the Licensed Program, if any, as directed by Teamstudio during the Term.

9.4   Support shall consist of operational assistance and technical support to be rendered in the English language by Teamstudio by telephone or email. Unless otherwise agreed in writing, Support is available only during normal business hours, Monday through Friday, excluding local and Federal holidays, in the United States. Teamstudio will use its commercially reasonable efforts to assist Customer with requests for support. Teamstudio does not guarantee any particular response or resolution time for such requests.

9.5   Any materials provided to Customer by Teamstudio in connection with Support shall be deemed "Licensed Products" and are licensed, not sold to Customer. Teamstudio's obligation to provide Support is subject to Customer providing Teamstudio with all information and documentation reasonably requested by Teamstudio relating to the Technical Support request submitted by Customer.

9.6   The Support provisions set forth herein are the current terms pursuant to which Teamstudio provides Support for the Licensed Product to customers. Teamstudio reserves the right to alter or amend the provisions of these sections, or terminate the provision of Support services for the Licensed Program, upon the end of the then-Term.

10.   Proprietary Rights:

10.1   Information and data supplied by either party to the other party may include confidential or proprietary information. Confidential or proprietary information ("Confidential Information") means any information or data (including without limitation any formula, pattern, compilation, program, device, method, technique, or process) that is disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") pursuant to this Agreement. Confidential Information of Teamstudio includes, but is not limited to, the terms of this Agreement, the Licensed Product, the structure, organization, design, algorithms, methods, templates, data models, data structures, flow charts, logic flow, and screen displays associated with the Licensed Program, the Documentation, and pricing information. Confidential Information of Customer includes, but is not limited to, Customer data and Customer's financial and business information. Confidential Information shall not include information that either party can demonstrate: (i) at the time of disclosure is in the public domain or is otherwise available to the Receiving Party other than on a confidential basis; (ii) after disclosure, becomes a part of the public domain by publication or otherwise through no fault of the Receiving Party; (iii) was disclosed to the Receiving Party by a third party not under an obligation of confidentiality to the Disclosing Party; or (iv) is or has been independently developed by the Receiving Party (as evidenced by the Receiving Party's written records) without access to any Confidential Information of the Disclosing Party.

10.2   Each party agrees: (i) to hold the Disclosing Party's Confidential Information in strict confidence; and (ii) except as expressly authorized by this Agreement, not to, directly or indirectly, use, disclose, copy, transfer or allow access to the Confidential Information. Notwithstanding the foregoing, a Receiving Party may disclose Confidential Information of the Disclosing Party as required by law or court order; in such event, such party shall inform the other party in writing prior to any such required disclosure. And, notwithstanding any other provision of this Agreement, Teamstudio will not be prevented or restricted by this Agreement from using any technique, idea, concept or know-how relating to Teamstudio's business activities.

10.3   Teamstudio shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Licensed Product or services any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Customer's End Users, relating to the operation of the Licensed Product or services.

11.   Export: Customer acknowledges that the Licensed Product provided hereunder may be subject to export controls. Customer agrees that any Licensed Product licensed hereunder will not be exported (or re-exported from the country where it was first installed), directly or indirectly, separately or as part of a system, without Customer, at its own cost, first obtaining all necessary licenses from the United States Department of Commerce and any other appropriate agency of the United States Government as may be required by law. Customer acknowledges that it shall be solely responsible for determining the extent of any such licenses required, and for any costs associated with complying with the requirements of this Section 11.

12.   U.S. Federal Government End Use Provisions: Teamstudio provides the Licensed Product for ultimate U.S. federal government end use solely in accordance with the following: Government technical data and software rights related to the Licensed Product include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with

FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with Teamstudio to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

13.   Taxes: The Fees and any other amounts payable pursuant to the terms and conditions herein are exclusive of all national, state, regional, local municipal or other taxes and fees including, but not limited to, excise, sales, use, property, ad valorem, intangibles, goods and services and value added taxes, customs duties and registration fees, now in force or enacted in the future, and all such taxes and fees, except taxes based on Teamstudio's net worth, capital or net income, shall be paid directly by the Customer, or if paid by Teamstudio, Customer will reimburse Teamstudio for such taxes and fees.

14.   Notice: Any notice or other communication given hereunder shall be in writing. Notice shall be considered delivered and effective upon receipt when sent by U.S. Mail, postage prepaid, or certified mail, return receipt requested, addressed to the parties as set forth above. Either party, upon written notice to the other, may change any name or address to which future notices shall be sent.

15.   General:

15.1   Customer may not assign any of its obligations, rights or remedies hereunder and any such attempted assignment shall be null and void.

15.2   The waiver or failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder. This Agreement constitutes the complete understanding between the parties with respect to the subject matter herein and supersedes all proposals, all previous negotiations and agreements, written or oral, express or implied, between the parties with respect to the subject matter herein. This Agreement may not be waived, altered, amended or modified except in writing, directly referencing this Agreement, and signed by authorized representatives of both parties.

15.3   It is expressly agreed that the parties are acting hereunder as independent contractors. Under no circumstances shall any of the employees of one party be deemed the employees of the other for any purpose.

15.4   If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

15.5   The obligations of Customer under Sections 3.2, 4, 5.3, 5.4, 6, 7.2, 8, 10 and 15 hereof are of a special and unique character which gives them a peculiar value to Teamstudio and its third-party vendors for which neither Teamstudio nor its third-party vendors can be reasonably or adequately compensated in damages in the event Customer breaches such obligations. Therefore, Teamstudio and its third-party vendors, in addition to other remedies which may be available, shall each be entitled to injunctive and other equitable relief in the event of the breach or threatened breach of such obligations.

15.6   This Agreement shall be governed by the substantive laws of the Commonwealth of Massachusetts, U.S.A., without regard to any conflict of law provisions. This Agreement will not be governed by the

United Nations Convention of Contracts for the International Sale of Goods, or by the Uniform Commercial Code, the application of which are expressly excluded. The parties agree that sole jurisdiction and venue for any dispute relating to this Agreement shall be in the courts of Essex County, Massachusetts or the United States District Court for the District of Massachusetts.

15.7   The terms and conditions of this Agreement apply to any and all third-party software included with or embedded in the Licensed Program other than the Prerequisites.

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Teamstudio 03/2019

Schedule of Products

Grant of License

Definition of Named User: If you are an individual, you are the named user. If you are a company or other legal entity, named user means either a specific named employee or contractor working for your sole benefit.

If the Licensed Program is licensed by named user,

(a) only a named user may use the Licensed Program;
(b) each named user must have a license for the Licensed Program;
(c) the number of named users will be specified in the purchase order or invoice accompanying the purchase of the Licensed Program; and
(d) if you are a legal entity, you may transfer a license to an alternative named user within your organization if the named user leaves your employ or, if a contractor, is no longer working for your sole benefit.

For the following Licensed Programs when used on any supported operating system:

Teamstudio CIAO!® Server Edition:

We grant you the right to use one copy on a single named Domino® server. One license must be purchased for each single named Domino server on which the software is installed.

Teamstudio Usage Auditor:

We grant you the right to install the product on one or more workstations as required, provided that the total number of servers from which data will be collected does not exceed the number of licenses purchased.

For Teamstudio Build Manager:

We grant you the right to use the product by the number of named users, as specified in the invoice accompanying the purchase of the Licensed Program.

For Teamstudio Profiler Server Edition:

We grant you the right to install and use the product on one or more Domino servers provided that all installed copies are for use only with a properly licensed copy of the corresponding client product.

For Teamstudio Upgrade Filters:

We grant you the right to install and use the product to process applications owned by you.

For All Other Licensed Programs:

We grant you the right to install and use the Licensed Program, subject to the following conditions:

(a) you must have a license for each named user;

(b) the Licensed Program may be installed on as many machines as desired provided that each copy will be operated only by the named user associated with the licensed copy; and

(c) the Licensed Program may only be executed from within an IBM Notes® client;

(d) for Teamstudio Adviser and Teamstudio Export products, see the applicable separate license agreement.