MODULE LICENSING DESCRIPTION FOR

DUNDAS BI SOFTWARE

1. **INTRODUCTION.** insightsoftware develops and licenses certain business intelligence software, which may be (i) integrated into Customer products for Customer's internal business purposes in accordance with the terms of the Agreement and this Module Licensing Description or (ii) embedded within Customer's infrastructure as an Integrated Product (as defined below), deployed to Customer Licensees (as defined below) either on-premise or as part of Customer's commercially available hosted solutions. This Module Licensing Description describes the terms for the license and integration of the Dundas BI Software (i) into a Customer Product within Customer's infrastructure for Customer's internal use and (ii) into Customer infrastructure to create an Integrated Product (as defined below) for distribution to and use by Customer Licensees.

2. **DEFINITIONS.**

    a. **"Customer Hosted Offering"** means Customer's proprietary software applications identified on the applicable Order Form that Customer makes available on the Customer Website(s) as a service into which Customer Integrates the Dundas BI Software into Customer's proprietary infrastructure, pursuant to a Hosted License.

    b. **"Customer Licensee"** means an entity to which Customer distributes the Dundas BI Software as part of an Integrated Product pursuant to an on-premises Deployment License or to which Customer grants access as part of an Integrated Product pursuant to a Hosted License, in accordance with the terms set forth below.

    c. **"Customer Product"** means Customer's software or product identified on the applicable Order Form with which the Dundas BI Software is Integrated pursuant to a Deployment License, for Customer's internal use.

    d. **"Customer Website"** means any page or URL on the World Wide Web, the content of which is controlled, owned or validly licensed by Customer.

    e. **"Deployment License"** means the rights and licenses granted to Customer in accordance with the terms set forth below.

    f. **"Developer"** means the named user of a Development License. Each Developer must be an individual who is authorized by Customer to use a Development License, and must only be an employee or consultant of Customer or any subsequent employee or consultant of Customer to whom the Development License is transferred.

    g. **"Development License"** means the rights and licenses granted to Customer in accordance with the terms set forth below.

    h. "**Dundas BI Application Database**" means the one (1) physical or virtual relational database location chosen by the Customer where data (pertaining to data connectors, metrics, dashboards, reports, scorecards, access groups, etc.) essential to the operation of the Software is stored, and to which the applicable Dundas BI web server application points (or, if there is more than one such web server application, then, to which all applicable number of Dundas BI web server applications point) (the "Dundas BI Web Server Application(s)"). For clarity, any other configuration of the foregoing requires a separate Instance License. For example, if any additional application database is (or application databases are) added (physically) or created (virtually), or if any Dundas BI Web Server Application points (or if the Dundas BI Web Server Applications point) to more than one location of the application database, each such configuration would require a separate Instance License. Certain features/functionality (such as multi-tenancy) is not permitted unless specifically set out in the Invoice and is at an additional cost.

    i. **"End User"** means one (1) individual who is licensed or is authorized to use the Integrated Product or licensed to access the features and functions of the Integrated Product through the Customer Website.

    j. **"Hosted License"** means the rights and licenses granted to Customer in accordance with the terms set forth below.

k.   **"insightsoftware Marks"** means all insightsoftware trademarks, service marks, trade names, logos, business names, product names or slogans provided to Customer by Dundas BI for purposes of enabling Customer to perform its obligations under this Agreement.

l.   "**Instance License**" means a license provided to the Customer which grants such Customer the right to install and use one (1) instance of the Dundas BI Application Database in conjunction with the installation and use of the Dundas BI Software. For each instance of the Dundas BI Application Database, a separate Instance License is required.

m.   **"Integrate"** means bundle, combine or integrate with or embed or incorporate into.

n.   **"Integrated Product"** means the combination of the Customer's proprietary infrastructure with Dundas BI Software for use by Customer Licensees, deployed either on-premise or as a Customer Hosted Offering.

o.   "**Power User**" means the concurrent, reserved, named or elasticity user for whom Customer acquired a Power User License as set forth in the applicable Order Form. Each Power User must be an individual who is authorized by Customer to use a Power User License. A Power User may include Customer's employees, consultants, contractors and agents or any subsequent employee, consultant, contractor or agent of Customer to whom the Power User License is transferred.

p.   "**Standard User**" means the concurrent, reserved, named or elasticity user for whom Customer acquired a Standard User License, as set out in the applicable Order Form. Each Standard User must be an individual who is authorized by Customer to use a Standard User License, provided such an individual is not expressly excluded in accordance with the terms of the Agreement. A Standard User may include Customer's employees or contractors to the extent they are providing services to Customer and access and use to the Software is reasonably required for the provision of such services.

3.   **LICENSE GRANT.** Subject to compliance with the terms and conditions of this Agreement including these Module Licensing Description terms, and payment of all applicable fees, in respect of each license purchased by Customer, insightsoftware grants to Customer and Customer accepts from insightsoftware a non-exclusive, non-transferable license to: (i) install and use the Software in conjunction with that number of Instance Licenses purchased by Customer and (ii) allow Developer(s), Power User(s) and Standard Users to use the Software in accordance with any Developer, Power User or Standard User License(s) purchased by Customer. In order to use the Software, Customer must be using a database platform, browser, operating system and web server supported by insightsoftware in accordance with the requirements published by insightsoftware. Customer may make one copy of the Software for back-up purposes only provided that any copyright, trademark or other proprietary notice contained in the original copy of the Software and/or Documentation is reproduced on any such copy. All terms and conditions of this Agreement shall also apply to such copies.

4.   **DEPLOYMENT LICENSE.** This Section 4 applies to Order Forms that indicate that insightsoftware has granted a Deployment License to Customer.

a.   **Grant.** Subject to the terms and conditions in the Agreement, including these Module Licensing Description terms, insightsoftware hereby grants to Customer a limited, non-exclusive, non-transferable (except as provided in the Agreement), non-sublicensable right and license during the Term (i) to install and use Dundas BI Software (in object code only) and Integrate such copies of the Dundas BI Software with a Customer Product for Customer's internal use ; and (ii) to market, promote, sublicense and distribute the Dundas BI Software to Customer Licensees solely as part of an Integrated Product in respect to Customer Licensees' on-premises deployment.

b.   **Sublicensing.**   Subject to the terms and conditions of the Agreement, including these Module Licensing Descriptions, including the licenses granted to Customer herein, Customer may grant to any Customer Licensee during the Term (i) a non-exclusive, non-transferable, non-sublicensable revocable right and license to install and operate the Dundas BI Software in accordance with the Documentation, solely as part of an Integrated Product deployed on-premise, and solely in machine-readable, executable, object-code or bytecode format, as applicable, on one (1) or more computer servers that are owned or operated by or on behalf of such Customer Licensee for such Customer Licensee's internal business purposes only, or (ii) any subset of, or lesser rights than, the foregoing rights and licenses; provided however, that no sublicense granted under this Section shall permit any Customer Licensee to provide the Dundas BI Software or Integrated Product in a time-sharing, service bureau, application service

provider or software-as-a-service arrangement. Customer shall distribute the Dundas BI Software only as Integrated with an Integrated Product, and not on a stand-alone basis.

5. **HOSTED LICENSE.** This Section applies to Order Forms that indicate that insightsoftware has granted a Hosted License to Customer.

    a. Subject to the terms and conditions of the Agreement, including these Module Licensing Description terms, insightsoftware hereby grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable right and license during the Term (i) to install and operate the Dundas BI Software on the number of servers, if applicable, set forth in the Order Form and paid for by Customer, (ii) to Integrate the Dundas BI Software into the Customer Hosted Offering to create an Integrated Product; and (iii) to use the Dundas BI Software, solely in the form of machine-readable, executable object code, solely for purposes of permitting access to the features and functions of the Integrated Product through the Customer Websites for use by Customer Licensees for such Customer Licensees' internal business purposes only.

    b. Customer shall grant Customer Licensees the right to access and use the Dundas BI Software only as part of an Integrated Product, and not on a stand-alone basis.

6. **DEVELOPMENT LICENSE.** Subject to the terms and conditions of the Agreement, including these Module Licensing Description terms, insightsoftware grants to Customer, a limited, non-exclusive, non-transferable (except as provided below), non-sublicensable right and license during the Term to use the number of copies of the Dundas BI Software indicated as development copies in the applicable Order Form (the "Development Copies") solely for Customer's internal design and development of the Integrated Products which shall include creating dashboards, reports, scorecards and slideshows which includes a license to add metric sets, consolidate data and to otherwise create the infrastructure required to generate a dashboard, report, scorecard or slideshow and create or edit dashboards, reports, scorecards or slideshows, testing and the provision of maintenance and support to Customer Licensees. In return, Customer shall pay insightsoftware the fees for use of the Development Copies as set forth in the Order Form. The license granted in this Section does not include the right to utilize the Development Copies for Customer's own internal use. Development Copies may not be used in a production capacity nor distributed in any way. Each Developer requires a separate Developer License. Each Development License shall be tied to a specific Instance License and cannot be transferred to another Instance License.

7. **POWER USER LICENSE.** Subject to the terms and conditions of the Agreement, including these Module Licensing Description terms, insightsoftware grants to Customer a limited, non-exclusive, non-transferable (except as provided below), non-sublicenseable right and license during the Term to use the number of copies of the Dundas BI Software indicated in the applicable Order Form. This license is provided to the Power User granting the right to view a dashboard, report, scorecard or slideshow, as well as the right to create and/or edit dashboards, reports, scorecards or slideshows using the Software. Under a Power User License, the Power User: (i) is not authorized to create or edit data cubes and/or cube perspectives, (ii) shall not be entitled to create any data connectors, (iii) shall only use data sources specific to the ISV Application, or (iv) otherwise use the Software for any purposes other than that allowed pursuant to the functionality of the Software (in relation to a Power User). Each Power User License shall be tied to a specific Instance License and cannot be transferred to another Instance License.

8. **STANDARD USER LICENSE.** Subject to the terms and conditions of the Agreement, including these Module Licensing Description terms, insightsoftware grants to Customer, a limited, non-exclusive, non-transferable (except as provided below), non-sublicenseable right and license during the Term to use the number of copies of the Dundas BI Software indicated as Standard User licenses in the applicable Order Form. This license is provided to the Standard User granting the right to view a dashboard, report, scorecard or slideshow, as well as the right to create and/or edit dashboards, reports, scorecards or slideshows using the Software. Under a Standard User License, the Standard User is not authorized to create or edit data connectors, data cubes, cube perspectives, hierarchies and/or metric sets, or otherwise use the Software for any purposes other than that allowed pursuant to the functionality of the Software (in relation to a Standard User). Each Standard User License shall be tied to a specific Instance License and cannot be transferred to another Instance License.

9. **DUNDAS BI APPLICATION DATABASE RESTRICTIONS.** Any configuration of the Dundas BI Application Database other than as described in the definition of the Dundas Bi Application Database set forth above may require a separate Instance License. For example, if any additional application database is (or application databases are) added (physically) or created

(virtually), or if any Dundas BI Web Server Application points (or if the Dundas BI Web Server Applications point) to more than one location of the application database, each such configuration would require a separate Instance License. Certain features or functionality (such as multi-tenancy) are not permitted unless specifically set out in an Order Form and may be subject to additional fees.

10. **LICENSE ACTIVATION AND VALIDATION.** Unless otherwise expressly approved by insightsoftware, where Customer offers the Dundas BI Software as Software-as-a-Service (SaaS), Customer agrees to follow Dundas' license validation procedure and acknowledges that during the activation process the Software may transmit certain technical information from Customer to Dundas, in a form that does not allow Dundas to directly or indirectly identify any individual. Such technical information may be used for purposes of Dundas validating licenses, version numbers and stability of the Software to determine if applicable updates and notifications are to be provided and prevent unlimited free use of copied or replicated Software. Customer expressly consents to the transmittal of and use of such data, as provided above. This information shall be treated as Confidential Information of Customer and shall be used and protected in the same manner as contemplated in this Agreement for Confidential Information of Customer. Customer represents and warrants that it has obtained all consents required at law from those persons and individuals whose information may be transmitted to Dundas (for instance, named Standard User) pursuant to the terms of this Agreement and that Dundas shall be considered a third-party beneficiary of, and shall be able to rely on, such consents.

    a. For deployments that have limited or restricted access to the internet, (other that offered through SaaS), Customer can use a manual activation process (and activation refresh) which should work as follows:
        i. Customer will send a REST API call to their Dundas BI server to get an activation request.
        ii. Customer will relay the activation request to the public Dundas license server REST API.
        iii. The license server will validate the request and return an activation response.
        iv. Customer will send a REST API call to their Dundas BI server, providing the activation response.

    b. The Dundas BI server will validate the activation response. In the event that Customer is unable to use existing methods provided by insightsoftware for manual activation process, insightsoftware shall provide Customer with a license file that does not require an activation. Customer must provide insightsoftware details about deployment that will bypass the manual activation process to help Dundas BI uniquely identify the license file associated with Customer Licensee requiring this ability.

11. **RESTRICTIONS.**
    a. Customer shall not distribute the Dundas BI Software other than to Customer Licensees in accordance with the Agreement, including the Module Licensing Description terms, or otherwise use, distribute or make available the Dundas BI Software, except in strict accordance with the terms and conditions of the Agreement. Without limiting the generality of the foregoing, Customer shall not (i) copy or duplicate the Dundas BI Software except as expressly permitted herein, (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of the Dundas BI Software is compiled or interpreted, and Customer hereby acknowledges that nothing herein shall be construed to grant Customer any right to obtain or use such source code, (iii) distribute the Dundas BI Software in any form other than the form delivered by insightsoftware to Customer or otherwise permitted under this Agreement, (iv) modify, further develop or create any derivative product from the Dundas BI Software, except for the Integrated Product, without the prior written consent of insightsoftware, (v) permit use of, or access to, the Dundas BI Software by any Customer Licensee except as part of the Integrated Product, or (vi) assign, sublicense, sell, lease or otherwise transfer or convey, or pledge as security or otherwise encumber, Customer's rights under this Agreement (except as may be expressly provided under the Agreement). The Dundas BI Software contains certain third party software components. Customer may not use such third party software components independently from the Dundas BI Software without the prior written consent of the owner of such software.

    b. Where Dundas BI Software is licensed for Customer's internal use, Customer shall not share or redistribute the output generated through the use of the Dundas BI Software, including not (i) taking and sharing screenshots or (ii) creating and distributing reports, and/or content generated by the Software through the "Share/Export" functionality.

7. **CUSTOMER SUBLICENSING.** Customer agrees that either clause (a) or clause (b) below shall apply with respect to the use of the Dundas BI Software by Customer Licensees.

a. Where Customer Product is deployed to Customer Licensees either on-premise or via Customer hosting and managing the Dundas BI Software for access by Customer Licensees, Customer shall sublicense the Dundas BI Software to each Customer Licensee as part of an Integrated Product, as the case may be, pursuant to an agreement directly between Customer and the Customer Licensee (the "Customer Licensee Agreement") governing the Customer Licensee's use of the Dundas BI Software. Each Customer Licensee Agreement shall (i) be consistent with the terms of the Agreement and these Module Licensing Description terms, (ii) provide at least the same protections for insightsoftware and the Dundas BI Software as these Module Licensing Description terms, and (iii) at a minimum: (a) restrict access to and use of the Dundas BI Software to machine-readable, executable, object-code or bytecode form only; (b) prohibit use of the Dundas BI Software by any third party other than the Customer Licensee for the Customer Licensees' internal business purposes; (c) prohibit use of the Dundas BI Software by the Customer Licensee in any time-sharing, service bureau, application service provider or software-as-a-service arrangements or services other than as provided in this Module Licensing Description, including any use to provide services or process data for the benefit of, or on behalf of, any third party; (d) prohibit any other transfer or conveyance of the rights or licenses granted to the Customer Licensee; (e) prohibit causing or permitting the reverse engineering, disassembly or decompilation of the Dundas BI Software; and (f) cause insightsoftware to be a third party beneficiary of Customer's rights under such Customer Licensee Agreement with respect to the Customer Licensees' use of, or obligations with respect to, the Dundas BI Software, with full authority to enforce such rights against the Customer Licensee. Any such Customer Licensee Agreement shall further disclaim any and all warranties of insightsoftware to the Customer Licensee and liabilities of insightsoftware to the Customer Licensee for any losses or damages, whether direct or indirect, including incidental or consequential damages, arising from the use of the Dundas BI Software. Customer agrees to strictly enforce its rights under each Customer Licensee Agreement; or

b. If Customer does not sublicense the Dundas BI Software to Customer Licensee in accordance with all of the provisions of Section (a) above, Customer shall be fully responsible for all acts and omissions of each Customer Licensee, and any act or omission of a Customer Licensee that (i) is inconsistent with any provision of these Module Licensing Description terms or (ii) if undertaken by Customer, would constitute a breach of this these Module Licensing Description terms shall be deemed a breach of these Module Licensing Description terms by Customer.

8. **LICENSE TO INSIGHTSOFTWARE MARKS.**

a. Subject to these Dundas BI Module Licensing Description terms and during the Term, Dundas BI hereby grants to Customer a personal, limited, non-exclusive, non-transferable, non-sublicensable right and license to use, and display the insightsoftware Marks solely in connection with its marketing and promotion of the Integrated Products. Additionally, Customer agrees to follow any trademark usage guidelines provided to Customer from time to time with respect to the insightsoftware Marks.

b. Customer shall include an appropriate trademark or service mark indicator ("^{TM}," "^{SM}" or "®") with the first prominent use of each insightsoftware Mark and shall include the following legend on each document or page of a Customer Website on which an insightsoftware Mark appears: "[insightsoftware Mark] is the [registered] [trademark] [service mark] of insightsoftware, LLC. and is used with permission" (with the name of the insightsoftware Mark inserted and other bracketed terms deleted as applicable). Customer agrees that all use of each insightsoftware Mark, and all goodwill arising out of such use, shall inure to the sole benefit of insightsoftware.

c. Customer acknowledges that it has not acquired, and shall not acquire, any right, title or interest in or to any insightsoftware Mark except the limited right to use the insightsoftware Mark as expressly set forth in these Module Licensing Description terms. Customer shall not use any mark, word or design confusingly similar to any insightsoftware Mark and shall not register or attempt to register any insightsoftware Mark or any trademark confusingly similar to any insightsoftware Mark. insightsoftware shall retain the exclusive right to apply for and obtain registrations for any insightsoftware Mark throughout the world.

d. Notwithstanding the foregoing, at its own expense, Customer may incorporate the Documentation or a portion thereof into Customer's documentation. Additionally, Customer may remove the insightsoftware Marks from

the Documentation and replace them with its own. Customer may use the documentation created by Customer internally or provide it to Customer Licensees. If any document created by Customer for provision to a Customer Licensee contains proprietary information of insightsoftware, a nondisclosure agreement that is no less restrictive than the nondisclosure agreement currently in effect between insightsoftware and Customer must be in place between Customer and such Customer Licensee before the document is provided to the Customer Licensee. If Customer creates a document which incorporates the Documentation or a portion thereof, Customer shall include all applicable copyright and proprietary rights notices that are contained in the Documentation in the document created by Customer.

    e. ANY AND ALL AMENDMENTS, DELETIONS, EDITS AND/OR OTHER CHANGES TO THE DOCUMENTATION ARE MADE AT CUSTOMER'S RISK.   IN NO EVENT SHALL INSIGHTSOFTWARE BE LIABLE FOR ANY CLAIM OR DAMAGES, TO CUSTOMER, CUSTOMER LICENSEE OR TO ANY THIRD PARTY, FOR THE ACCURACY OR COMPLETENESS OF ANY AMENDMENTS, DELETIONS, EDITS, SUPPLEMENTAL LANGUAGE OR OTHER CHANGES THE CUSTOMER OR ANY OTHER PARTY MAY MAKE TO THE DOCUMENTATION. Additionally, Customer agrees to defend, indemnify, and hold harmless insightsoftware at Customer's expense any claim made or action brought against insightsoftware, to the extent such claim or action is based on modification of the Documentation by Customer or a party acting on behalf of Customer. Customer shall have control of the defense and shall pay any amount awarded either as damages or costs in any such action, provided that insightsoftware promptly notifies Customer of the claim or action, and gives Customer the information and assistance it reasonably requests in defending and/or settling the action. Customer may, at its sole option and expense, negotiate a settlement or compromise of the claim or action (except that Customer shall not enter into any settlement of a claim that imposes any obligations upon insightsoftware without the consent of insightsoftware, which consent will not be withheld unreasonably).

9. **RECORDS.** During the Term and for one (1) year thereafter, Customer shall keep accurate records of the number of copies of Integrated Product distributed to Customer Licensees pursuant to a Deployment License or the number of Customer Licensees that accessed or used the Integrated Product pursuant to a Hosted License. Upon insightsoftware's request, Customer shall deliver to insightsoftware a completed and accurate report license usage, including usage by Customer Licensees.