End User License Agreement for MidVision Cloud

MIDVISION LIMITED

MIDVISION CLOUD ON MICROSOFT AZURE MARKETPLACE

TERMS OF USE (the "TOU")

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1. Definitions.
   1.1. "**MidVision**" or "**Licensor**" means MidVision Limited, a company registered in England and Wales.

   1.2. "**Affiliate**" means, with respect to a **Party**, any entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with such **Party**.

   1.3. "**Azure Marketplace**" means the software marketplace operated by Microsoft Azure, Inc. located at https://azure.microsoft.com/en-us/ as it may be updated from time to time.

   1.4. "**Microsoft**" means Microsoft Inc., UK Headquarters: Microsoft Campus, Thames Valley Park Reading, Berkshire, RG6 1WG.

   1.5. "**Azure Machine Image**" or "**AMI**" means virtual machine images containing software applications, libraries, data and associated configuration settings as

made available on Azure and being a way that the **Software** offered under this **Agreement** may be provisioned to **Buyer** where the **Software** is delivered in a machine image using the **Azure Machine Image** functionality of Azure Services. **Buyer** deploys and runs the **AMI** containing the **Software** under **Buyer's** own Azure **Services** account on Azure Services infrastructure.

1.6. "**Azure**" means the Microsoft Azure comprising a virtual computing environment including, without limitation, one (1) or more AMIs and the "Azure Cloud", as defined at https://azure.microsoft.com/en-us/.

1.7. "**Microsoft Azure Account**" means the **Licensee's** Azure account registered on Microsoft.com used to launch **AMI** instances, store and transfer data, run applications and receive billing.

1.8. "**Authorized Users**" means an employee, non-employee worker or other member of **Buyer** or any of its **Affiliates'** workforces, **Contractor** of **Buyer** or any of its **Affiliates** or other person or software program or computer systems authorized by **Buyer** or any of its **Affiliates** to access and use the **Software** as permitted under this **Agreement**.

1.9. "**Midvision-Cloud**" or "**Software**" means MidVision Cloud software pre-installed as an **AMI** that can be run only on the **Azure** environment licensed on a **Metered Pricing** or **Entitlement Pricing** basis, and consisting of "**Third Party Software**" and "**Value Add Components**" and including any patches, bug fixes, corrections, remediation of security vulnerabilities, updates, upgrades, modifications, enhancements, derivative works, new releases and new versions of the **Software** that **Licensor** provides, or is obligated to provide, under this **Agreement**.

1.10. "**Azure Services**" means the cloud computing services offered by Microsoft Azure as they may be updated from time to time.

1.11. "**Buyer Data**" means all data, records, files, information or content, including text, sound, video, images and software, that is (a) input or uploaded by Buyer or its Users to or collected, received, transmitted, processed, or stored by Buyer or its Users using the Software in connection with this Agreement, or (b) derived from (a). Buyer Data is **Confidential Information** of **Buyer**.

1.12. "**Buyer Materials**" means any property, items or materials, including Buyer Data, furnished by Buyer to Licensor for Licensor's use in the performance of its obligations under this Agreement.

1.13. "**Contractor**" means any third party contractor of **Buyer** or other third party performing services for **Buyer**, including outsourcing suppliers.

1.14. "**Documentation**" means the user guides, manuals, instructions, specifications, notes, documentation, printed updates, "read-me" files, Notices files, release notes and other materials related to the **Software** (including all information included or incorporated by reference in the applicable **Azure Marketplace Listing**), its use, operation or maintenance, together with all enhancements, modifications, derivative works, and amendments to those documents, that **Licensor** publishes or provides under this **Agreement**.

1.15. "**Entitlement Pricing"** means any pricing model for **AMI Software Subscriptions** where **Buyer** purchases a quantity of usage upfront, include prepaid and instalment payment pricing models.

1.16. "**Licensed Materials**" means the **Software**, **Documentation** and any other items, materials or deliverables that **Licensor** provides, or is obligated to provide, under this **Agreement**.

1.17. "**Metered Pricing**" means any pricing model for **AMI Software Subscriptions** where **Buyer** pays as it goes based on the quantity of its usage of the **Software**.

1.18. "**Personnel**" means a **Party** or its **Affiliate's** directors, officers, employees, non-employee workers, agents, auditors, consultants, contractors, subcontractors and any other person performing services on behalf of such **Party** (but excludes the other **Party** and any of the foregoing of the other **Party**).

1.19. "**Proprietary Rights**" means all intellectual property and proprietary rights throughout the world, whether now known or hereinafter discovered or invented, including, without limitation, all: (a) patents and patent applications; (b) copyrights and mask work rights; (c) trade secrets; (d) trademarks; (e) rights in data and databases; and (f) analogous rights throughout the world.

1.20. "**Services**" means all services and tasks that **Licensor** provides, or is obligated to provide, under this **Agreement**, including without limitation **Support Services.**

1.21. "**Sample Application Code**" means the sample software code, application programming interface, header files and related information, and the file format specifications, if any, included as part of the **Software** as described in the **Documentation** or a "Read Me" file accompanying the applicable **Software**.

1.22. **"Azure Marketplace Listing"** means an offer by **Licensor** or a Reseller, as set forth in the detail page on the **Azure Marketplace**, to license **Software** for a specific use capacity and provide **Support Services** subject to this **Agreement**, including **Licensor's** policies and procedures referenced or incorporated in the detail page.

1.23. **"Subcontractor"** means any third party subcontractor or other third party to whom **Licensor** delegates any of its duties and obligations under this **Agreement**.

1.24. "**Subscription**" means a subscription ordered by **Buyer** in the **Azure Marketplace** and fulfilled by **Licensor** for the licensing and provision of **AMI Software** listed in an **Azure Marketplace Listing**.

1.25. "**Support Services**" means the support and maintenance services for the **Software** that **Licensor** provides, or is obligated to provide, as described in the **Azure Marketplace Listing**.

1.26. "**Value Add Components**" means the MidVision RapidDeploy software (including, from RapidDeploy version 6, the RapidDeploy runbook automation engine comprising the web application, web services API, command line interface, **Library Content**, **Peer Components** and, where enabled by **Buyer** under Section 20, the **AI Component**) and associated scripts used for patch management, deployment and release automation, remote access management, asset management, application integration, diagnostics and associated services that MidVision provides, which together with the **Third Party Software**, forms the **Software**.

1.27. "**AI Addendum**" means the supplemental terms and conditions governing the **AI Component** that MidVision publishes in the **Documentation** and presents for acceptance in the **Software** when the **AI Component** is enabled, as revised from time to time under Section 20.1.

1.28. "**AI Component**" means the optional artificial intelligence features of the **Value Add Components** described in the **Documentation**, including features that send data relating to a **Run** to an **AI Provider** and return its response, and any interface through which **Buyer**'s own artificial intelligence agents or other software may connect to the **Software** (the "**AI Connector**").

1.29. "**AI Output**" means any analysis, diagnosis, finding, recommendation, text or other content generated by an **AI Provider** in response to a request made through the **AI Component**.

1.30. "**AI Provider**" means the provider of the large language model or other generative artificial intelligence service that **Buyer** selects and configures for use with the **AI Component**, whether a third party service used under **Buyer**'s own account (including services made available through the Azure Services, such as Microsoft Foundry) or a model that **Buyer** hosts itself.

1.31. "**Buyer Automation Content**" means the tasks, flows, pipelines, dashboards, custom scripts, variables, secrets, configuration and other content that **Buyer** or its **Authorized Users** create, modify or import using the **Value Add Components**, including any modified copies of **Library Content**, but excluding the **Library Content** itself.

1.32. "**Library Content**" means the built-in library of tasks, flows, pipelines, dashboards, library packs and associated scripts and documentation that MidVision supplies as part of the **Value Add Components** (including MidVision's diagnostic collection content), as updated by MidVision from time to time.

1.33. "**Managed System**" means any server, instance, virtual machine, container, operating system, middleware or other system on which the **Value Add Components** execute tasks or from which they collect data, whether or not it is the instance on which the **Software** is deployed.

1.34. "**Peer Component**" means the headless component of the **Value Add Components** (the RapidDeploy peer or server kit) which may be deployed on a **Managed System** so that the **Managed System** can be registered with, managed by and execute tasks on behalf of an instance of the **Software**.

1.35. "**Run**" means a single execution of a task, flow or pipeline by the **Value Add Components**, together with its associated logs, step outputs, exit codes, errors, artifacts and metadata.

2. Scope.

2.1. **Terms and Conditions.** This **Agreement** for **Azure Marketplace** (the "**Agreement**") sets forth the terms and conditions applicable to the licensing of **Software** from the licensor ("**MidVision**" or "**Licensor**") by the **Party** subscribing to the **Software** ("**Buyer**" or "**Licensee**") through the **Azure Marketplace**, deployed via **AMI** via an **Azure Marketplace Listing**. The offer of the **Software** as an **Azure Marketplace Listing** on the **Azure Marketplace**, and **Buyer's** purchase of the corresponding **Subscription** on the **Azure Marketplace**, constitutes each **Party's** respective acceptance of this **Agreement** and their entry into this **Agreement** (defined below). Unless defined elsewhere in this **Agreement**, terms in initial capital letters have the meanings set forth in Section 1 (Definitions). **Buyer** and **Licensor** may be referred to collectively as the "**Parties**" or individually as a "**Party**".

2.2. **Software Subscription**. **Buyer** will subscribe to a **Subscription** as set forth in the **Azure Marketplace Listing** in accordance with this **Agreement**. **Licensor** will supply and sell the **Subscription** to **Buyer**, or **Buyer** may purchase the **Subscription** from **Licensor's** authorized reseller ("**Reseller**"). A **Subscription**, as described in the applicable **Azure Marketplace Listing**, may be for **Software** deployed via AMI ("**AMI Software**") or **Software** deployed via SaaS ("**SaaS Software**"). **Software** may be targeted for specific geographic regions, and **Support Services** may vary by geography as set forth in the applicable **Azure Marketplace Listing**. A **Subscription** may be provided on a **Metered Pricing**, **Entitlement Pricing** or other basis through the functionality available through **Azure Services**. The fee or rate for the **Subscription** is set forth in the applicable **Azure Marketplace Listing**. For **Subscriptions** provided on a **Metered Pricing** basis, the metered usage charged to **Buyer** is the usage recorded and reported by the Azure Marketplace through **Buyer**'s Microsoft Azure Account, and **Buyer** may verify it using the usage and billing reports made available through the Azure Services.

2.3. **Taxes**. Each **Party** will be responsible, as required under applicable Law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest and other additions thereto) that are imposed on that **Party** upon or with respect to the transactions and payments under this **Agreement**. Applicable taxes and duties may be due in addition to the fees or rates payable by **Buyer**. **Licensor** may charge and **Buyer** will pay, where applicable, national, state or local sales or use taxes, or value added or goods and services tax, or withholding or other taxes ("**Taxes**"). Where required by local legislation, Microsoft Azure may charge for **Taxes** in its own name for **Subscriptions** made by **Buyers** on the **Azure Marketplace**, and **Buyer** will pay such **Taxes**. **Buyer** will receive a compliant tax invoice, where required. Upon request, **Buyer** will provide such information to **Licensor** as reasonably required to determine whether **Licensor** is obligated to collect **Taxes** from **Buyer**.

2.4. **Agreement**. Each **Subscription** is subject to and governed by this **Agreement**, the applicable **Azure Marketplace Listing**, the terms and conditions of the NDA (if any), the **AI Addendum** (if accepted under Section 20.1) and any amendments to any of the foregoing as may be agreed upon by the **Parties**, which together constitute the agreement between **Buyer** and **Licensor** (the "**Agreement**"). Each **Subscription** is a separate agreement between **Buyer** and **Licensor**. In the event of any conflict between the terms and conditions of the various components of this **Agreement**, the following order of precedence will apply: (a) any amendment agreed upon by the **Parties**; (b) the NDA (if any); (c) the **AI Addendum** (if accepted), as to the **AI Component**; (d) this **Agreement**; and (e) the **Azure Marketplace Listing**.

3. License.

3.1. Licensed Materials

3.1.1. **Licensor** hereby grants to **Buyer**, subject to Section 3.1.2, a non exclusive, worldwide (subject to Section 3.5.8), non transferable (except in connection with an assignment permitted under Section 11.8 or a divestiture permitted under Section 11.9), non-terminable (except as provided in Section 13) license under all **Proprietary Rights** in and to the **AMI Software** and **AMI Image**, to deploy, operate and use the **AMI Software** and **AMI Image** under **Buyer's** own **Azure Services** account on **Azure Services** infrastructure in accordance with the applicable **Azure Marketplace Listing** and for the purposes described in the **Documentation** and to allow its **Authorized Users** to access and use the **AMI Software** and **AMI Image** as so deployed.

3.1.2. **Buyer** may use the **Software** and, as applicable, the **AMI Image** only: in support of the internal operations of **Buyer's** and its **Affiliates'** business(es) or organization(s), in connection with **Buyer's** and its **Affiliates'** products and services (but, for clarity, not as a stand-alone product or service of **Buyer** or its **Affiliates**), and in connection with **Buyer's** and its **Affiliate's** interactions with **Authorized Users**.

3.1.3. **Documentation. Buyer** may make a reasonable number of copies of the **Documentation** as necessary for **Authorized Users** to use such **Software**, and as applicable the **AMI Image**, in accordance with the rights granted under this **Agreement**, provided that **Buyer** includes the original proprietary legends, copyright and other notices on all copies. **Licensor** retains all rights not expressly granted to **Buyer** under this **Agreement**.

3.1.4. **Sample Application Code**. **Licensee's Authorized Users** may install, modify and use the **Sample Application Code** solely for purposes of facilitating use of validly licensed **Software** in accordance with this **Agreement**. Licensee may modify the **Sample Application Code** solely for the purposes of designing, developing and testing **Licensee's** own software applications. However, **Licensee** is permitted to use, copy and redistribute its modified **Sample Application Code** only if all of the following conditions

are met: (a) **Licensee** includes **MidVision's** copyright notice (if any) with **Licensee's** application, including every location in which any other copyright notice appears in such application; and (b) **Licensee** does not otherwise use **MidVision's** or any of its suppliers name, logos or other **MidVision** or any of its suppliers trademarks to market **Licensee's** application. **Licensee** agrees to defend, indemnify, and hold **MidVision** and its suppliers harmless from and against any claims or lawsuits, including attorneys' reasonable fees, that arise or result from the use or distribution of **Licensee's** applications, provided that **MidVision** gives **Licensee** prompt written notice of any such claim, tenders to **Licensee** the defense or settlement of such a claim at **Licensee's** expense, and cooperates with **Licensee**, at **Licensee's** expense, in defending or settling such claim.

3.2. **Affiliates and Contractors.** With respect to **Affiliates** and **Contractors** that **Buyer** allows to use the **Licensed Materials**: (a) **Buyer** remains responsible for all obligations hereunder arising in connection with such **Affiliate's** or **Contractor's** use of the **Licensed Materials**; and (b) **Buyer** agrees to be directly liable for any act or omission by such **Affiliate** or **Contractor** to the same degree as if the act or omission were performed by **Buyer** such that a breach by an **Affiliate** or a **Contractor** of the provisions of this **Agreement** will be deemed to be a breach by **Buyer**. The performance of any act or omission under this **Agreement** by an **Affiliate** or a **Contractor** for, by or through **Buyer** will be deemed the act or omission of **Buyer**.

3.3. **Outsourcing**. **Licensee** may sublicense use of the **Software** to an **Authorized User** to operate the **Software** on **Licensee**'s behalf, provided that: (a) **Licensee** is responsible for ensuring that any such **Authorized User** agrees to abide by and fully complies with the terms of this **Agreement** as they relate to the use of the **Software** on the same basis as applies to **Licensee**; (b) such use is only in relation to **Licensee**'s direct beneficial business purposes as restricted herein; (c) such use does not represent or constitute an increase in the scope or number of licenses provided hereunder; and (d) **Licensee** shall remain fully liable for any and all acts or omissions by the **Authorized User** related to this **Agreement**.

3.4. **Delivery**. The **Software** shall be made available solely via the **AMI**.

3.5. **Restrictions**.

3.5.1. The **Software** shall only be used together with the **Value Add Components** and **Licensee** shall make substantial use of the **Value Add Components** when using the **Software**.

3.5.2. The **Licensee** understands, accepts and agrees that it shall not subscribe to any **MidVision AMI** that includes any **Third Party Software** where both of the following conditions are met:

3.5.2.1. the **Licensee** has a separate pre-existing arrangement, agreement, subscription or license agreed directly with the **Third Party Supplier** for supply of the **Third Party Software** to meet an existing workload (the **"Pre-existing Workload"**); and

3.5.2.2. the **Licensee** is intending to use the **MidVision AMI** to replace some or all of the **Pre-existing Workload**;

3.5.3. **Limited Modifications, No Reverse Engineering**. **Licensee** shall not modify, port, adapt or translate the **Software**. **Licensee** shall not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the **Software**. For the avoidance of doubt, **Licensee** is permitted to use and modify the **AMI** ("**Modified AMI**") in accordance with the **Azure** terms of service, and save the **Modified AMI**, including the **Software** only in the **Licensee's Microsoft Azure Account**. However any **Modified AMI** may only be used and/or stored within **Azure**, as may be permitted under the **Azure** terms of service.

3.5.4. **No Unbundling**. The **Software** may include various applications, utilities and components, may support multiple platforms and languages or may be provided to **Licensee** on multiple media or in multiple copies. Nonetheless, the **Software** is designed and provided to **Licensee** solely within **Azure** as permitted herein. **Licensee** is not required to use all component parts of the **Software**, but **Licensee** shall not unbundle the component parts of the **Software**. **Licensee** shall not unbundle or repackage the **Software** for distribution, transfer or other disposition.

3.5.5. **No Transfer. Licensee** shall not sublicense, assign or transfer the **Software** or **Licensee's** rights in the **Software**, or authorize any portion of the **Software** to be copied onto or accessed from another individual or entity except as may be explicitly provided in this **Agreement**.

3.5.6. **Prohibited Use**. Except as expressly authorized through a separate custom hosting agreement, **Licensee** is prohibited from: (a) using the **Software** on behalf of third parties; (b) renting, leasing, lending or granting other rights in the **Software** including rights on a membership or subscription basis; (c) providing use of the **Software** in a computer service business, third party outsourcing facility or service, service bureau arrangement, time sharing basis, or as part of a hosted service; (d) using or downloading the **Software** on any other device or system, including but not limited to on-premises computing systems, other virtualized or cloud computing environments, or other **Azure** virtual machines (save that **Peer Components** may be deployed on **Managed Systems** as permitted by Section 19.6); (e) working around any technical limitations in the **Software**; (f) duplicating the **Software** or publishing the **Software** for others to copy; (g) using the **Software** outside of a **Subscription**; or (h) using any component, library, or other technology included with the **Software** other than solely in connection with its use of the **Software**.

3.5.7. **License Limit**. **Licensee** shall only use the **Software** within their **Microsoft Azure Account** and only as allowed by the **Licensee's** designated instance type. Where an instance type allows different vCPU combinations per instance, the fee listed shall assume the default number of vCPU's per instance, which cannot be exceeded. **Buyer** agrees that the fee for the instance shall be for the default number of vCPU's for that instance type irrespective of whether the actual number of vCPU's specified by the **Buyer** when launching an instance is less than the default.

3.5.8. **Export Rules**. **Licensee** acknowledges that the **Software** is subject to the U.S. Export Administration Regulations and other export laws, restrictions, and regulations (collectively, the "**Export Laws**") and that **Licensee** will comply with the **Export Laws**. **Licensee** will not ship, transfer, export, or re-export the **Software**, directly or indirectly, to: (a) any countries that are subject to US export restrictions (currently including, but not necessarily limited to, Cuba, Iran, North Korea, Russia, Syria, Belarus, Crimea, and the Donetsk, Luhansk, Kherson and Zaporizhia (Zaporizhzhia) regions of Ukraine) (each, an "**Embargoed Country**"), (b) any end user whom **Licensee** knows or has reason to know will utilize them: (i) for mass surveillance, racial profiling, or any use that violates or encourages the violation of basic human rights or other applicable laws and regulations; (ii) to distribute false, misleading, disparaging or obscene information or content; (iii) to provide fully automated decision making in connection with use cases involving critical processes or the risk of loss of life, property or impact on an individual's legal rights; (iv) in a manner that impersonates another for deceptive purposes or conceals the fact a user is interacting with AI; (v) to distribute or intentionally generate malware or other harmful code; or (vi) in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, and sounding rockets, or unmanned air vehicle systems (each, a "**Prohibited Use**"), or (c) any end user who has been prohibited from participating in the U.S. export transactions by any federal agency of the U.S. government (each, a "**Sanctioned Party**"). In addition, **Licensee** is responsible for complying with any local laws in its jurisdiction which may impact **Licensee's** right to import, export or use the **Software**. **Licensee** represents and warrants that (i) it is not a citizen of, or located within, an **Embargoed Country**, (ii) it will not use the **Software** for a **Prohibited Use**, and (iii) it is not a **Sanctioned Party**. All rights to use the **Software** are granted on condition that such rights are forfeited if **Licensee** fails to comply with the terms of this **Agreement**.

3.5.9. In the event that **Licensee** fails to comply with this **Agreement**, **MidVision** may terminate the license and **Licensee** must destroy all copies of the **Software** (with all other rights of both parties and all other provisions of this **Agreement** surviving any such termination).

3.6. **Open Source Software**. The **Software** may contain or be provided with components that are subject to the terms and conditions of "open source" software licenses ("**Open Source Software**"). If **Buyer's** use of the **Software** subjects **Buyer** to the terms of any license governing the use of **Open Source Software**, then information concerning such **Open Source Software** and the applicable license must be incorporated or referenced in the **Azure Marketplace Listing** or **Documentation**. To the extent required by the license to which the **Open Source Software** is subject, the terms of such license will apply in lieu of the terms of this **Agreement** with respect to such **Open Source Software**, including without limitation, any provisions governing attribution, access to source code, modification and reverse-engineering.

3.7. **High-Risk Activities**. The **Software** is not designed or developed for use in high-risk, hazardous environments requiring fail-safe performance, including

without limitation in the operation of nuclear facilities, aircraft navigation or control systems, air traffic control, or weapons systems, or any other application in which the failure of the **Software** could lead to severe physical or environmental damages ("**High Risk Activities**"). **Buyer** will not use the **Software** for **High Risk Activities**.

4. Services & Support.

4.1. **Licensor**, its **Affiliates** or **Third Party Suppliers** will provide sufficient **Documentation** to allow a reasonably competent user to access and use the **Software**, and **Licensor** will provide **Support Services** to Buyer in accordance with the support plan set forth or incorporated into the **Azure Marketplace Listing**.

4.2. **Licensee** shall be entitled to 'standard' web based support from **MidVision** for the **Software** as described at https://www.midvisioncloud.com/support-services/support-slas/. For the avoidance of doubt, **MidVision** has no liability and provides no support for the underlying operating system, storage, networks, hardware or any **Azure services** provided by **Microsoft**.

4.3. In the course of providing the **Support Services**, **MidVision** may request that the **Licensee** upload log files or other diagnostics to its support site. **Licensee** accepts and agrees that it:

4.3.1. remains responsible for any data and the content of any database **Licensee** makes available to **MidVision**;

4.3.2. remains responsible for the selection and implementation of procedures and controls regarding access, security, encryption, use, and transmission of data (including any personally-identifiable data); and

4.3.3. will not send or provide **MidVision** access to any personally-identifiable information, whether in data or any other form, and will be responsible for reasonable costs and other amounts that **MidVision** may incur relating to any such information mistakenly provided to **MidVision** or the loss or disclosure of such information by **MidVision**, including those arising out of any third party claims.

4.4. The **MidVision** images contain **Third Party Software**. In the event that the **Licensee** or **Support Staff** identify a defect or issue in **Third Party Software**, **MidVision** shall make all reasonable efforts to work with the **Third Party Supplier** to rectify the defect or issue and provide a fix, patch or resolution in a timely manner or according to the SLA between **MidVision** and the **Third Party Supplier**. The **Licensee** understands and accepts that the provision of such fixes, patches or resolutions by the **Third Party Supplier** are outside of **MidVision's** control and **MidVision** shall not be responsible for any delays in providing such fixes, patches or resolutions.

5. Intellectual Property Rights.

Subject to the licenses granted herein, **Licensor** its **Affiliates** or **Third Party Suppliers** will retain all right, title and interest it may have in and to the **Licensed Materials**, including all **Proprietary Rights** therein. Nothing in this **Agreement** shall be construed or interpreted as granting to **Buyer** any rights of ownership or any other proprietary rights in or to the **Licensed Materials**.

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6. Updates.

All upgrades and updates are provided to **Licensee** at **MidVision's** sole discretion and are subject to the terms of this **Agreement** on a license exchange basis. **Licensee** may maintain installations of previous versions of the **Software** on **Azure** provided that **Licensee's** right to such simultaneous installations does not constitute an increase in the number of copies, licensed amounts or scope of use granted to **Licensee** hereunder. **MidVision** shall continue to provide **Support Services** for previous versions of the **Software** only whilst such **Software** remains within the published support schedule or lifecycle, excluding extended support options, updated from time to time by **MidVision** for the **Value Add Components** or by its suppliers for the **Third Party Software**. When upgrading or updating the **Software**, **Licensee** agrees to be bound by any additional or different License terms pertaining to any new versions that form a constituent part of the upgraded or updated **Software**.

7. NO WARRANTY.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE IS PROVIDED BY MIDVISION, ITS AFFILIATES AND THIRD PARTY SUPPLIERS "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF PERFORMANCE, SECURITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, INTEGRATION, MERCHANTABILITY, QUIET ENJOYMENT, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, MIDVISION MAKES NO WARRANTY THAT (I) THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (II) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SOFTWARE WILL BE EFFECTIVE, ACCURATE OR RELIABLE; (III) THE QUALITY OF THE SOFTWARE WILL MEET YOUR EXPECTATIONS; OR THAT (IV) ANY ERRORS OR DEFECTS IN THE SOFTWARE WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM MIDVISION OR THROUGH OR FROM USE OF THE SOFTWARE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

MIDVISION, ITS AFFILIATES AND THIRD PARTY SUPPLIERS SPECIFICALLY DISCLAIM ANY LIABILITY WITH REGARD TO ANY ACTIONS RESULTING FROM YOUR USE OF THE SOFTWARE. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH USE OF THE SOFTWARE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM USE OF THE SOFTWARE. MIDVISION, ITS AFFILIATES AND THIRD PARTY SUPPLIERS ASSUME NO LIABILITY FOR ANY COMPUTER VIRUS OR SIMILAR CODE THAT IS DOWNLOADED TO YOUR COMPUTER AS A RESULT YOUR USE OF THE SOFTWARE.

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MIDVISION WILL NOT BE LIABLE FOR ANY LOSS THAT YOU MAY INCUR AS A RESULT OF USING AZURE OR A THIRD PARTY USING YOUR PASSWORD OR ACCOUNT OR ACCOUNT INFORMATION IN CONNECTION WITH THE SOFTWARE, EITHER WITH OR WITHOUT YOUR KNOWLEDGE.

BUYER'S SOLE AND EXCLUSIVE REMEDY FOR ANY DISSATISFACTION WITH THE SOFTWARE, THE LICENSED MATERIALS OR THE SUPPORT SERVICES, OR FOR ANY FAILURE OF THE SOFTWARE TO MEET BUYER'S REQUIREMENTS OR EXPECTATIONS, IS TO CEASE USING THE SOFTWARE AND TERMINATE THE SUBSCRIPTION IN ACCORDANCE WITH SECTION 13, PAYING ONLY FOR USAGE UP TO THE TIME OF TERMINATION.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, THE LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES, OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

8. LIMITATION OF LIABILITY

EXCEPT FOR THE EXCLUSIVE REMEDY SET FORTH IN SECTION 7 AND AS OTHERWISE PROVIDED IN SECTION 13, IN NO EVENT WILL MIDVISION OR ITS AFFILIATES OR SUPPLIERS BE LIABLE TO LICENSEE FOR ANY LOSS, DAMAGES, CLAIMS OR COSTS WHATSOEVER INCLUDING ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, ANY LOSS OF OR DAMAGE TO DATA, SOFTWARE, SYSTEMS OR MANAGED SYSTEMS (INCLUDING THE COST OF RESTORING OR RECREATING THEM), ANY LOST PROFITS OR LOST SAVINGS, ANY DAMAGES RESULTING FROM BUSINESS INTERRUPTION, PERSONAL INJURY OR FAILURE TO MEET ANY DUTY OF CARE, OR CLAIMS BY A THIRD PARTY EVEN IF A MIDVISION REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN LICENSEE'S JURISDICTION. MIDVISION'S AGGREGATE LIABILITY AND THAT OF ITS AFFILIATES AND SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT AND EACH SUBSCRIPTION, IN AGGREGATE FOR ALL CLAIMS

HOWEVER ARISING, WILL BE LIMITED TO THE LESSER OF EITHER FIVE HUNDRED UNITED STATES DOLLARS ($500) OR THE AGGREGATE AMOUNT PAID BY YOU FOR THE SOFTWARE UNDER THE SUBSCRIPTION CONCERNED. THIS LIMITATION WILL APPLY EVEN IF MIDVISION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION 8 APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW IN YOUR JURISDICTION. SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. ACCORDINGLY, THE LIMITATIONS AND EXCLUSIONS SET FORTH ABOVE MAY NOT APPLY TO YOU.

NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS EITHER PARTY'S LIABILITY FOR (A) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE OR THAT OF ITS PERSONNEL; (B) FRAUD OR FRAUDULENT MISREPRESENTATION; OR (C) ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW. BUYER ACKNOWLEDGES THAT THE FEES FOR A SUBSCRIPTION ARE LOW AND MAY AMOUNT TO ONLY A FEW HOURS OF METERED USAGE, THAT BUYER MAY TERMINATE THE SUBSCRIPTION AT ANY TIME UNDER SECTION 13.2 WITHOUT LIABILITY BEYOND USAGE TO DATE, AND THAT THE FEES REFLECT THE ALLOCATION OF RISK IN SECTIONS 7, 8 AND 20, WHICH BUYER AGREES IS REASONABLE IN ALL THE CIRCUMSTANCES.

9. Confidentiality.

9.1. **Confidential Information**. "**Confidential Information**" means any non public information directly or indirectly disclosed by either **Party** (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") or accessible to the **Receiving Party** pursuant to this **Agreement** that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential, including without limitation technical data, trade secrets, know-how, research, inventions, processes, designs, drawings, strategic roadmaps, product plans, product designs and architecture, security information, marketing plans, pricing and cost information, marketing and promotional activities, business plans, customer and supplier information, employee and User information, business and marketing plans, and business processes, and other technical, financial or business information, and any third party information that the **Disclosing Party** is required to maintain as confidential. **Confidential Information** will not, however, include any information which: (a) was publicly known or made generally available to the public prior to the time of disclosure; (b) becomes publicly known or made generally available after disclosure through no fault of the **Receiving Party**; (c) is in the possession of the **Receiving Party**, without restriction as to use or disclosure, at the time of disclosure by the **Disclosing Party**; (d) was lawfully received, without restriction as to use or disclosure, from a third party (who does not have an obligation of confidentiality or restriction on use itself); or (e) is developed by the **Receiving Party** independently from this **Agreement** and without use of or reference to the **Disclosing Party's Confidential Information** or Proprietary Rights. Except for rights expressly granted in this **Agreement**, each **Party** reserves all rights in and to its **Confidential Information**. The

Parties agree that the **Licensed Materials are Confidential Information** of **Licensor**.

9.2. **Obligations**. The **Parties** will maintain as confidential and will avoid disclosure and unauthorized use of **Confidential Information** of the other **Party** using reasonable precautions. Each Party will protect such **Confidential Information** with the same degree of care that a prudent person would exercise to protect its own confidential information of a like nature, and to prevent the unauthorized, negligent, or inadvertent use, disclosure, or publication thereof or access thereto. Each Party will restrict **Confidential Information** to individuals who need to know such **Confidential Information** and who are bound to confidentiality obligations at least as protective as the restrictions described in this Section 9. Except as necessary for the proper use of the **Software**, the exercise of a **Party's** rights under this **Agreement**, performance of a **Party's** obligations under this **Agreement** or as otherwise permitted under this **Agreement**, neither **Party** will use **Confidential Information** of the other **Party** for any purpose except in fulfilling its obligations or exercising its rights under this **Agreement**. Each **Party** will promptly notify the other **Party** if it becomes aware of any unauthorized use or disclosure of the other **Party's Confidential Information**, and reasonably cooperate with the other **Party** in attempts to limit disclosure.

9.3. **Compelled Disclosure**. If and to the extent required by law, including regulatory requirements, discovery request, subpoena, court order or governmental action, the **Receiving Party** may disclose or produce **Confidential Information** but will give reasonable prior notice (and where prior notice is not permitted by applicable Law, notice will be given as soon as the **Receiving Party** is legally permitted) to the **Disclosing Party** to permit the **Disclosing Party** to intervene and to request protective orders or confidential treatment therefor or other appropriate remedy regarding such disclosure. Disclosure of any **Confidential Information** pursuant to any legal requirement will not be deemed to render it non-confidential, and the **Receiving Party's** obligations with respect to **Confidential Information** of the **Disclosing Party** will not be changed or lessened by virtue of any such disclosure.

9.4. **NDA**. **Buyer** and **Licensor** may agree that a separate nondisclosure agreement between **Buyer** and **Licensor** (or the respective **Affiliates** of **Buyer** and **Licensor**) ("**NDA**") will apply to the **Subscription**, in which case the terms and conditions thereof are incorporated herein by reference and will apply instead of subsections 9.1 through 9.3 of this Section 9.

10. Governing Law.

This **Agreement**, each **Subscription** entered into hereunder, and all matters arising from or related to this **Agreement** (including its validity and interpretation), will be governed and enforced by and construed in accordance with the substantive laws in force in England and Wales. The respective courts of England shall have exclusive jurisdiction over all disputes relating to this **Agreement**. Notwithstanding any provision in this agreement, **MidVision** or **Buyer** may request any judicial, administrative, or other authority to order any provisional or conservatory measure, including injunctive relief, specific performance, or other equitable relief, prior to the institution of legal or arbitration proceedings, or during the proceedings, for the preservation of its rights and interests or

to enforce specific terms that are suitable for provisional remedies. This **Agreement** will not be governed by the following, the application of which is hereby expressly excluded: (x) the conflict of law rules of any jurisdiction, (y) the United Nations Convention on Contracts for the International Sale of Goods, and (z) the Uniform Computer Information Transactions Act, as enacted in any jurisdiction.

11. General Provisions.

11.1. **Severability**. If any part of this **Agreement** is found void and unenforceable, it will not affect the validity of the balance of this **Agreement**, which shall remain valid and enforceable according to its terms.

11.2. Updates and upgrades may be licensed to **Licensee** by **MidVision** with additional or different terms.

11.3. The English version of this **Agreement** shall be the version used when interpreting or construing this **Agreement**.

11.4. **Entire Agreement**. This **Agreement**, as constituted under Section 2.4 (including the Azure Marketplace Listing, the NDA (if any), the **AI Addendum** (if accepted) and any amendments agreed by the **Parties**), is the entire agreement between MidVision and **Licensee** relating to the **Software** and it supersedes and extinguishes any prior representations, discussions, advertising, undertakings, communications or understandings between them whether written or oral relating to the **Software**.

11.5. **MidVision** may, from time-to-time modify this **Agreement** by posting a revised version on the **Azure Marketplace,** updating the EULA for the **Azure Marketplace Listing** or by otherwise notifying **Licensee** via email. **Licensee's** continued use of the **Software** after any such modification constitutes **Licensee's** acceptance of the revised **Agreement**.

11.6. **Compliance with Laws**. Each **Party** represents and warrants that it will comply with all applicable international, national, state and local laws, ordinances, rules, regulations and orders, as amended from time to time ("**Laws**") applicable to such **Party** in its performance under this **Agreement**.

11.7. **Power and Authority**. Each **Party** represents and warrants that: (a) it has full power and authority to enter in and perform this **Agreement** and that the execution and delivery of this **Agreement** has been duly authorized; and (b) this **Agreement** and such **Party's** performance hereunder will not breach any other agreement to which the **Party** is a party or is bound or violate any obligation owed by such **Party** to any third party.

11.8. **Assignment**. This **Agreement** and any rights or obligations hereunder shall not be assigned or transferred in whole or in part by either **Party** without the prior written consent of the other **Party**. Any purported assignment or transfer will be null and void. Notwithstanding the foregoing, and without gaining the other **Party's** written consent, either **Party** may assign this **Agreement**, in whole or part, and delegate its obligations to its **Affiliates** or to any entity

acquiring all or substantially all of its assets related to the **Azure Marketplace Listing** or the assigning **Party's** entire business, whether by sale of assets, sale of stock, merger or otherwise. This **Agreement** will inure to the benefit of the **Parties** hereto and their permitted successors and assigns.

11.9. **Divestiture**. If **Buyer** divests a portion of its business to one or more organizations that are not **Affiliates** of **Buyer**, or if an entity ceases to be an **Affiliate** of **Buyer** (such divested business unit or such entity, a "**Divested Affiliate**"), **Licensor** agrees to allow such **Divested Affiliate** to continue to use the **Software**, and **Buyer** may elect that (a) such **Divested Affiliate** continue, as if it were a **Buyer Affiliate**, to use the **Software** under **Buyer's Azure Marketplace** account for the remainder of the Subscription, or (b) such **Divested Affiliate** may obtain its own **Subscription** to the **Software** for a period of 90 days after the effective date of such divestiture under the same terms and conditions as this **Agreement** and the same pricing as set forth in the **Azure Marketplace Listing**. Use by a **Divested Affiliate** after the conclusion of the **Subscription** or 90 day period, as applicable, will require a separately purchased subscription from **Licensor** through an **Azure Marketplace** account of that **Divested Affiliate** or its then-current **Affiliates**.

11.10. **Force Majeure.** Neither **Party** will have any liability under or be deemed to be in breach of this **Agreement** for any delays or failures in performance of this **Agreement** which result from circumstances beyond the reasonable control of the **Party** affected. Each **Party** will promptly notify the other **Party** in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than one month, either **Party** may terminate this contract by written notice to the other **Party**.

11.11. **Headings**. The headings throughout this **Agreement** are for reference purposes only, and the words contained therein will in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this **Agreement**.

11.12. **Waiver**. Any waiver or relaxation either partly, or wholly of any of the terms and conditions of this **Agreement** will be valid only if it is communicated to the other **Party** in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract will not constitute a waiver of any right or remedy arising from any other breach of this contract.

11.13. **Publicity**. Neither **Party** will issue any publicity materials or press releases that refer to the other **Party** or its **Affiliates**, or use any trade name, trademark, service mark or logo of the other **Party** or its **Affiliates** in any advertising, promotions or otherwise, without the other **Party's** prior written consent.

11.14. **Relationship of Parties**. The relationship of the **Parties** will be that of independent contractors, and nothing contained in this **Agreement** will create or imply an agency relationship between **Buyer** and **Licensor**, nor will this **Agreement** be deemed to constitute a joint venture or partnership or the relationship of employer and employee between **Buyer** and **Licensor**. Each **Party** assumes sole and full responsibility for its acts and the acts of its

Personnel. Neither **Party** will have the authority to make commitments or enter into contracts on behalf of, bind, or otherwise oblige the other **Party**.

11.15. **Notices**. To be effective, notice under this **Agreement** must be given in writing. Each **Party** consents to receiving electronic communications and notifications from the other **Party** in connection with this **Agreement**. Each **Party** agrees that it may receive notices from the other **Party** regarding this **Agreement**: (a) by email to the email address designated by such **Party** as a notice address for the **Agreement**; (b) by personal delivery; (c) by registered or certified mail, return receipt requested; or (d) by nationally recognized courier service. Any such **Notice** shall be deemed to have been received if delivered personally, at the time of delivery or in the case of pre-paid recorded delivery or registered post, 48 hours from the date of posting or in the case of email, when sent unless an error message is received.

11.16. **Subcontracting**. Licensor may use **Subcontractors** in its performance under this **Agreement**, provided that: (a) **Licensor** remains responsible for all its duties and obligations hereunder and the use of any **Subcontractor** will not relieve or reduce any liability of **Licensor** or cause any loss of warranty under this **Agreement**; and (b) **Licensor** agrees to be directly liable for any act or omission by such **Subcontractor** to the same degree as if the act or omission were performed by **Licensor** such that a breach by a **Subcontractor** of the provisions of this **Agreement** will be deemed to be a breach by **Licensor**. The performance of any act or omission under this **Agreement** by a **Subcontractor** for, by or through **Licensor** will be deemed the act or omission of **Licensor**. Upon request, **Licensor** will identify to **Buyer** any **Subcontractors** performing under this **Agreement**, and such other information reasonably requested by **Buyer** about such subcontracting.

11.17. **Cumulative Rights**. The rights, powers, privileges and remedies provided in this **Agreement** are cumulative and are not exclusive of any other rights, powers, privileges or remedies provided by law.

12. Notice to U.S. Government End Users.

12.1. Commercial Items. The Software and Documentation are “Commercial Item(s),” as that term is defined at 48 C.F.R. Section 2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation,” as such terms are used in 48 C.F.R. Section 12.212 or 48 C.F.R. Section 227.7202, as applicable. Consistent with 48 C.F.R. Section 12.212 or 48 C.F.R. Sections 227.7202 1 through 227.7202 4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United Kingdom. MidVision.

12.2. U.S. Government Licensing of MidVision Technology. Licensee agrees that when licensing MidVision Software for acquisition by the U.S. Government, or any contractor therefore, Licensee will license consistent with the policies set forth in 48 C.F.R. Section 12.212 (for civilian agencies) and 48 C.F.R. Sections

227 7202 1 and 227 7202 4 (for the Department of Defense). For U.S. Government End Users, MidVision agrees to comply with all applicable equal opportunity and non-discrimination laws and regulations, to the extent that they apply to MidVision as a supplier of commercial items to the U.S. Government.

13. Term and Termination.

13.1. Term. This **Agreement** will continue in full force and effect until conclusion of the **Subscription**, unless terminated earlier by either **Party** as provided by this **Agreement**.

13.2. Termination for Convenience.

13.2.1. **Buyer** may terminate the **Subscription** or this **Agreement** without cause at any time upon notice to **Licensor** or using the termination or cancellation functionality available through the **Azure Services**. If a **Subscription** with **Metered Pricing**, **Buyer** will pay for all **Software** usage up to the time of termination. If a **Subscription** with **Entitlement Pricing**, **Buyer** will not be entitled to refund of fees nor relieved of any future payment obligations for any unused portion of the **Subscription**.

13.2.2. **Licensor** may terminate a **Subscription** with **Metered Pricing** without cause by providing **Licensee** with 90 days prior notice of such termination. **Licensee** will pay for all **Software** usage up to the time of termination.

13.3. Termination for Cause. Either **Party** may terminate the **Subscription** or this **Agreement** if the other **Party** materially breaches this **Agreement** and does not cure the breach within 30 days following its receipt of written notice of the breach from the non-breaching **Party**. Either **Party** may also terminate the **Subscription** or this **Agreement** immediately by written notice to the other **Party** if the other **Party**: (a) has a receiver, administrative receiver or administrator appointed over it or any of its assets; (b) passes a resolution for winding-up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction makes an order to that effect; (c) enters into any voluntary arrangement with its creditors; (d) ceases or threatens to cease to carry on business; or (e) suffers any analogous event in any jurisdiction.

13.4. **MidVision** reserves the right, in its sole discretion, to change, cease to provide or discontinue support for the **Software** at any time.

13.4.1. In the event that **MidVision** opts to discontinue support for the **Software**, **MidVision** shall provide **Licensee** with 90 days prior notice.

13.4.2. In the event that **MidVision** opts to cease to provide the **Software** pertaining to a **Subscription**, **MidVision** shall notify the **Licensee**, whereupon **Licensee** shall, within 90 days of receipt of such notice, discontinue its use of the **Software** and terminate its **Subscriptions** to the **Azure Marketplace Listings** containing the **Software**.

13.4.3. If the **Licensee** has an active **Subscription** using an **Entitlement Pricing** model, **Licensor** shall only cease to provide the **Software** where an exceptional circumstance results in **Licensor's** inability to list the **Software** on the **Microsoft Azure Marketplace**. In this circumstance, **Licensee** shall be entitled to a refund of any prepaid but unused usage.

13.5. Effect of Termination.

13.5.1. Upon termination or expiration of the **Subscription** or this **Agreement**:

(a) **Buyer's** right to use the **Software** licensed under such **Subscription** will terminate, and **Buyer's** access to the **Software** and **Services** provided under such **Subscription** may be disabled and discontinued; and
(b) **Buyer** shall, and shall procure that all **Authorized Users** shall irretrievably decommission, delete, unregister, terminate, remove or destroy all **MidVision Software**, **Third Party Software** or **AMI**'s or Instances derived from them pursuant to the **Subscription**.

13.5.2. The following Sections shall survive termination of this **Agreement**: 1 (Definitions), 5 (Intellectual Property Rights), 7 (No Warranty), 8 (Limitation of Liability), 10 (Governing Law), 11 (General Provisions), 12 (Notice to U.S. Government End Users), 13 (Term and Termination), 18 (Data Protection), 19 (RapidDeploy Value Add Components) and 20 (AI Component).

13.5.3. Termination or expiration of any **Subscription** purchased by **Buyer** from **Licensor** will not terminate or modify any other **Subscription** purchased by **Buyer** from **Licensor**.

14. Third-Party Beneficiary.

Licensee acknowledges and agrees that **MidVision's** licensors (and/or **MidVision** if **Licensee** obtained the **Software** from any party other than **MidVision**) are third party beneficiaries of this **Agreement**, with the right to enforce the obligations set forth herein with respect to the respective technology of such licensors and/or **MidVision**.

15. Third-Party Software.

The **Software** may contain third party software (the "**Third Party Software**") which is licensed to **MidVision** by its suppliers (the "**Third Party Suppliers**") for inclusion in the **Software** delivered via an **AMI** and which requires notices and/or additional terms and conditions. Such required **Third Party Software** notices and/or additional terms and conditions are located at https://www.midvisioncloud.com/eula-third-party/ (or a successor website thereto) and are made a part of and incorporated by reference into this **Agreement**.

16. Insurance.

16.1. **Coverages**. This Section 16 applies only to a **Subscription** in respect of which MidVision has expressly agreed in writing with **Buyer** that this Section 16 applies, and does not apply to a **Subscription** to the standard public Azure

Marketplace Listing. Where it applies, **Licensor** shall obtain and maintain at its own cost, with reputable insurers, for the term of the **Subscription** and one year afterwards, the following insurances in respect of its obligations under this **Agreement**, each with a limit of indemnity in respect of any one occurrence or series of occurrences of not less than the amount stated, or such higher amount as may be required by law:

16.1.1. **Professional Indemnity**. Professional indemnity insurance for information technology (also known as errors and omissions insurance) of not less than £1,000,000;

16.1.2. **Public & Products Liability**. Public and products liability insurance of not less than £1,000,000; and

16.1.3. **Employers' Liability**. Employers' liability insurance of not less than the minimum required by law (currently £5,000,000).

16.2. **Licensor** shall on **Licensee's** request, provide **Licensee** proof of such insurance policies.

17. Fraud And Corruption.

17.1. Each **Party** shall, and shall procure that its **Personnel** shall:

(a) comply with all applicable laws, regulations and sanctions relating to anti-bribery and anti-corruption including but not limited to the requirements of the UK Bribery Act 2010 and any other applicable statute, rule or regulation in force from time to time that amends, appeals or replaces such act (the "**Bribery Act**");

(b) notify the other **Party** immediately it becomes aware of any breach or suspected breach of this clause 17.

(c) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the **Bribery Act**; and

(d) ensure that all persons associated with the **Party** or other persons who are performing services in connection with this **Agreement** comply with this clause 17.

17.2. Breach of this clause 17 shall be deemed a material breach of this **Agreement**. In such case, or in case a **Party** has serious reason to believe that the other **Party** has been in breach of its obligations hereunder, the **Party** shall be entitled to terminate the **Agreement** with immediate effect without being in default.

18. Data Protection.

18.1. In this Section 18, "**Data Protection Laws**" means the UK GDPR, the Data Protection Act 2018 and, where they apply to the processing concerned, Regulation (EU) 2016/679 (the EU GDPR) and any other data protection laws applicable to a **Party**, in each case as amended or replaced from time to time; and the terms controller, processor, sub-processor, data subject, personal data, personal data breach and process have the meanings given to them in the applicable **Data Protection Laws**.

18.2. Each **Party** shall comply with the **Data Protection Laws** in relation to its use of any personal data concerning the other **Party**.

18.3. MidVision does not process personal data on behalf of **Buyer** except (a) support uploads under Section 4.3, including any diagnostic bundle, **Run** data or **AI Output** sent to MidVision for the **Support Services**; and (b) **Buyer**'s business contact details. For (a) MidVision acts as data processor on **Buyer**'s instruction, solely to provide the **Support Services**, shall process such data for no other purpose, protect it with appropriate technical and organisational measures, notify **Buyer** without undue delay of any personal data breach affecting it, and delete or return it when no longer needed in line with MidVision's support retention policy in the **Documentation**.

18.4. Each **Party** shall give the other reasonable assistance with data subject requests concerning personal data processed under this **Agreement**. MidVision may charge for assistance arising from **Buyer**'s use of the **Software** or from personal data provided in breach of Section 4.3.

19. RapidDeploy Value Add Components.

19.1. **Nature of the Value Add Components**. RapidDeploy is a runbook automation engine. It executes tasks, flows and pipelines (comprising commands, scripts and web service calls) on **Managed Systems** in order to install, configure, patch, upgrade, start, stop, diagnose and collect data from operating systems and middleware, including the **Third Party Software**. **Buyer** acknowledges that operations of this kind are, by their nature, capable of changing, interrupting or damaging **Managed Systems**, the software running on them and the data stored on them, and that the **Value Add Components** execute **Buyer**'s instructions as given, without independent verification of their suitability.

19.2. **Buyer's Responsibility for Execution**. **Buyer** is solely responsible for: (a) deciding which tasks, flows and pipelines to run, on which **Managed Systems**, with which inputs, variables, credentials and target selections, and when; (b) reviewing and testing all **Library Content** and **Buyer Automation Content** in a non-production environment representative of the intended **Managed Systems** before running it against production systems; (c) maintaining adequate and tested backups of **Managed Systems** and the data on them before running any operation that may change them, and for restoring them where necessary; (d) ensuring that it holds all rights, licenses, consents and authorizations (including from the owners and operators of **Managed Systems** and from the **Third Party Suppliers**) necessary to perform the operations it

runs; (e) the content and effect of custom script steps and all other **Buyer Automation Content**, which is executed as written; (f) the roles, permissions and access it grants to **Authorized Users** within the **Software**, and the acts and omissions of those **Authorized Users**; and (g) complying with the **Documentation**, including any prerequisites, supported versions and warnings. MidVision does not review, approve or control the operations **Buyer** chooses to run.

19.3. **Library Content**. The **Library Content** is designed and tested by MidVision against the versions of operating systems and **Third Party Software** identified in the **Documentation**. **Buyer** acknowledges that middleware estates vary and that MidVision cannot foresee every configuration; **Buyer** must satisfy itself that an item of **Library Content** is suitable for a given **Managed System** before running it. **Library Content** (including MidVision's diagnostic collection content) forms part of the **Licensed Materials** and the **Proprietary Rights** in it belong to MidVision. **Buyer** may copy, modify and adapt **Library Content** solely to create **Buyer Automation Content** for use with the **Software** under this **Agreement**. Modified copies of **Library Content** remain subject to this **Agreement**, may not be distributed to or used for the benefit of any third party other than as permitted under Sections 3.2 and 3.3, and are not covered by the **Support Services**, which extend only to unmodified **Library Content**. **Buyer** shall not use or access the **Library Content** or any other part of the **Value Add Components** in order to build a product or service that competes with the **Software**, or to copy their ideas, features, functions, structure or graphics, except to the extent that applicable **Law** does not permit this restriction.

19.4. **Buyer Automation Content and Run Data**. As between the **Parties**, **Buyer** owns the **Buyer Automation Content** (excluding any **Library Content** or other **Licensed Materials** incorporated in it, which remain the property of MidVision and its licensors) and all **Buyer Data** generated by the **Software**, including **Runs**, logs, outputs, artifacts, diagnostic bundles and audit records. **Buyer** grants MidVision a non-exclusive license to use **Buyer Automation Content** and such **Buyer Data** solely to the extent necessary to provide the **Support Services** and otherwise perform this **Agreement**.

19.5. **Credentials, Secrets and Security Configuration**. The **Value Add Components** store credentials, API keys and other secrets supplied by **Buyer** in an encrypted store protected by a secret key held on **Buyer**'s instance. **Buyer** is solely responsible for generating, safeguarding and backing up that key; for the credentials and secrets it chooses to store and the privileges they confer on **Managed Systems**; for securing network access to the **Software**'s web interface and APIs (including the use of TLS); for the administration of user accounts, multi-factor authentication, API tokens and roles; and for the retention of audit records. MidVision has no access to **Buyer**'s secret key or stored secrets and cannot recover them.

19.6. **Multiple Instances, Peer Components and Managed Systems**. Notwithstanding the restriction in Section 3.5 on using or downloading the **Software** on any other device or system, **Buyer** may: (a) connect multiple instances of the **Software**, each launched from a MidVision **AMI** under a valid **Subscription**, so that one instance registers, manages and executes tasks on another; (b) use an instance of the **Software** to execute tasks on, or collect data

from, other **Managed Systems** by the remote access methods described in the **Documentation**; and (c) deploy **Peer Components** on **Managed Systems** that were not launched from a MidVision **AMI**, solely so that those **Managed Systems** can be registered with, managed by and execute tasks on behalf of an instance of the **Software** deployed under a valid **Subscription**. **Peer Components** are **Licensed Materials**, are licensed only for the purposes described in this Section 19.6 and not as a stand-alone product, remain subject to all restrictions in this **Agreement**, and must be removed from all **Managed Systems** in accordance with Section 13.5 when the **Subscription** under which they were deployed terminates or expires. **Buyer** remains responsible under Section 3.5 for the fees applicable to each instance of the **Software** it runs.

19.7. **Diagnostic Bundles, Logs and Support Uploads**. **Runs**, logs, artifacts and diagnostic bundles generated by the **Value Add Components** may contain hostnames, network addresses, configuration, log extracts and other information about **Buyer**'s **Managed Systems**, and may include any **AI Output** stored against the **Run**. The **Value Add Components** include automated redaction designed to remove common credential patterns from diagnostic bundles, but such redaction is pattern-based, does not remove identities and does not guarantee the removal of all sensitive information. **Buyer** is responsible for reviewing any **Run** data or diagnostic bundle before providing it to MidVision or any third party, and Section 4.3 applies to anything **Buyer** uploads to MidVision in the course of the **Support Services**. MidVision may use information about errors and problems contained in any **Run** data, diagnostic bundle or other information that **Buyer** provides to MidVision in the course of the **Support Services** to improve its products and services (including the **Library Content**) and its support offerings, and may use its **Affiliates** and **Subcontractors**, in one or more countries, for those purposes, in each case subject to Section 9 and Section 18.

19.8. **Operations on Third Party Software**. Where **Buyer** uses the **Value Add Components** to install, update, patch, configure or otherwise operate on **Third Party Software** (whether included in the **Software** or installed on a **Managed System**), **Buyer** remains responsible for compliance with the applicable **Third Party Supplier**'s license terms. Where an item of **Library Content** automates the acceptance of a **Third Party Supplier**'s license terms as part of an installation or update (for example by passing a license acceptance option to the **Third Party Supplier**'s installer), that acceptance is made by **Buyer** and on **Buyer**'s instruction, and **Buyer** is bound by those terms accordingly.

19.9. **Feedback**. If **Buyer** or its **Authorized Users** provide MidVision with suggestions, ideas, enhancement requests, feedback or other information relating to the **Value Add Components**, including proposed tasks, flows or **Library Content** ("Feedback"), MidVision may use and incorporate that Feedback in its products and services without restriction or obligation to **Buyer**, provided that MidVision shall not identify **Buyer** as the source of the Feedback without **Buyer**'s consent. Nothing in this Section 19.9 grants MidVision any rights in **Buyer Data** or **Buyer**'s **Confidential Information** other than the Feedback itself.

19.10. **Supported Versions and Changes**. MidVision may add, change, deprecate or remove individual items of **Library Content**, library packs, task

types, interfaces and features of the **Value Add Components** in new versions of the **Software** in accordance with Section 6 and Section 13.4. **Buyer Automation Content** that depends on a deprecated item may require modification by **Buyer**.

20. AI Component.

20.1. **Opt-in; AI Addendum**. The **AI Component** is disabled by default and operates only after an administrator of **Buyer** enables it in the **Software**'s administration settings, accepts the **AI Addendum** then current and configures an **AI Provider** as described in the **Documentation**. While it is disabled the **Software** sends no data to any **AI Provider**, and **Buyer** may disable it at any time. By accepting the **AI Addendum**, **Buyer** accepts this Section 20 and the **AI Addendum** on behalf of itself and its **Authorized Users**, and the **AI Addendum** is thereupon incorporated into and forms part of this **Agreement** as if set out in full in it. The **AI Addendum** supplements this Section 20 and, to the extent of any conflict or inconsistency between the **AI Addendum** and any other provision of this **Agreement** concerning the **AI Component**, the **AI Addendum** shall prevail in accordance with the order of precedence in Section 2.4, save that nothing in the **AI Addendum** shall increase MidVision's liability beyond, or grant any warranty excluded by, Sections 7 and 8 unless it expressly states that it does so. MidVision may revise the **AI Addendum** from time to time to reflect the development of the **AI Component**, by presenting the revised version in the **Software** or in the manner set out in Section 11.5; continued use of the **AI Component** after notice of a revision constitutes acceptance of it, and **Buyer** may decline a revision by disabling the **AI Component**.

20.2. **Buyer's AI Provider and Data**. Unless the **AI Addendum** provides otherwise, the **AI Provider** is selected, contracted with and paid by **Buyer** under **Buyer**'s own account and terms, is not a **Subcontractor** of MidVision, and **Buyer** is responsible for the **AI Provider**'s terms, charges and handling of data. Data that the **Software** sends to the **AI Provider** is sent at **Buyer**'s instruction. The **Software** applies pattern-based pseudonymization that is not guaranteed to remove every identifier, credential or item of personal or confidential data; **Buyer** is responsible for deciding what data is suitable to send and, as controller, for any personal data in it, and MidVision does not receive or process that data except where **Buyer** provides it to MidVision for the **Support Services** under Section 4.3. Any agent or other software that **Buyer** connects through the **AI Connector** is an **Authorized User**, and every request made through it is deemed made by **Buyer**.

20.3. **AI Output**. **AI Output** is generated by a third party model, may be inaccurate, incomplete or misleading, and is provided as information only; it is not advice or **Documentation** from MidVision. Any action taken in reliance on **AI Output** is **Buyer**'s own.

20.4. **NO WARRANTY; BUYER'S RISK**. THE AI COMPONENT, THE AI CONNECTOR AND ALL AI OUTPUT ARE PROVIDED "AS IS" AND USED AT BUYER'S SOLE RISK. WITHOUT LIMITING SECTIONS 7 AND 8, MIDVISION, ITS AFFILIATES AND SUPPLIERS HAVE NO LIABILITY FOR ANY LOSS ARISING FROM BUYER'S USE OF THE AI COMPONENT OR THE AI CONNECTOR, ANY AI OUTPUT OR RELIANCE ON IT, ANY DATA SENT TO

OR HANDLED BY AN AI PROVIDER OR RETRIEVED THROUGH THE AI CONNECTOR, ANY FAILURE OF PSEUDONYMIZATION, OR THE ACTS, OMISSIONS, TERMS OR AVAILABILITY OF ANY AI PROVIDER OR OF ANY AGENT OR SOFTWARE CONNECTED THROUGH THE AI CONNECTOR, EXCEPT LIABILITY THAT CANNOT BE EXCLUDED BY LAW.

20.5. **Indemnity**. **Buyer** shall indemnify MidVision, its **Affiliates** and suppliers against claims arising from **Buyer**'s or its **Authorized Users**' use of the **AI Component** or the **AI Connector** in breach of this **Agreement** (including the **AI Addendum**), an **AI Provider**'s terms or applicable **Laws**.

If Licensee has any questions regarding this **Agreement** or if **Licensee** wishes to request any information from **MidVision** please use the address and contact information included with this product to contact the **MidVision** office serving the **Licensee's** jurisdiction.

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