

SOFTWARE LICENSE AGREEMENT

Software License Agreement for "Diskover Essential, Professional, Enterprise, and Industry Add-Ons" Software

Last Revised January 1, 2025

THIS SOFTWARE LICENSE AGREEMENT ("**Agreement**") IS BETWEEN DISKOVER DATA, INC. ("**Diskover**") and the person, or entity on behalf of whom you are acting (collectively, "**You**") that obtained a subscription and license key FOR the Software described above. This agreement GOVERNS YOUR USE OF the software.

The "**Software**" is the Diskover Data Curation Platform software developed by Diskover, distributed directly by Diskover or through Diskover resellers and distribution channels. The "**Software**" includes all updates and new versions of such software made available to you by Diskover during your Subscription Term (as described below), together with all related documentation. BY INSTALLING OR USING THE SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT INSTALL OR USE IT AND, IF APPLICABLE, YOU MAY REQUEST A REFUND OF THE AMOUNT YOU PAID FOR A SUBSCRIPTION AND LICENSE KEY FOR THE SOFTWARE. Diskover may supplement, amend, or otherwise modify this Agreement at any time, by providing You with at least thirty (30) days' notice thereof (electronic notice is sufficient), and Your continued use or access to the Software will constitute Your acceptance of such modified terms.

1. Order Form and Software Subscription. Your license to the Software starts when you download, access or otherwise use the Software, or such other effective date as is specified in the order form (an "Order Form") by which you purchase a subscription and license key for the Software. Your Order Form specifies the duration of your subscription ("Subscription Term") and the fees, if any, payable by you to Diskover for the Subscription Term ("Fees"). Diskover may provide certain support for the Software during the Subscription Term as described in the Order Form or under separate terms available from Diskover.

2. License Grant. Diskover hereby grants you a nonexclusive, personal, non-sublicensable, and limited license, subject to your compliance with this Agreement, to install and use the Software during the Subscription Term in your computing environment for internal purposes only. The foregoing license includes the right to make copies of the Software for installation and backup purposes only, and provided that each copy you make must include all copyright or other proprietary notices contained on the original.

3. Limitations. You agree that You will not, directly or indirectly: (i) use the Software other than as set forth in the foregoing License Grant, and within the scope of, and subject to, any term or limitation specified in this Agreement and Order Form; (ii) copy, modify, translate, adapt, or otherwise create derivative works or improvements, of the Software or any part thereof; (iii) provide any access to or use of the Software or any features or functionality of the Software, for time-sharing, service bureau, software as a service, or other technology or service offering purposes; (iv) reverse engineer or decompile, decrypt, disassemble or otherwise reduce any Software that has not been made available in human-readable form, or any portion thereof, to human-readable form, except and only to the minimum extent permitted by applicable law; (v), circumvent or bypass any limitations imposed or preserved by any license key or other access code for the Software; (vi) remove, delete, alter, or obscure any intellectual property or proprietary rights notices included in the Software including, trademark or copyright notices; (vii) use the Software in violation of any law, regulation, or rule; (viii) use the Software for purposes of competitive analysis of the Software, the development of a competing software product or service, or any other purpose that is to Diskover's commercial disadvantage.



4. Evaluation License. If you have acquired, under an Order Form or other written terms with Diskover or its authorized channels, a license to use the Software only for an initial evaluation (an "Evaluation License"), the license rights granted above are valid only for internal evaluation purposes, and only during the period specified by Diskover, starting from date on which you access the Software for such evaluation ("Evaluation Period"). You agree that you will not distribute the Software to any third party for any reason whatsoever under an Evaluation License.

5. Reservation of Rights. The Software is protected by law, including without limitation copyright law. The Software is licensed, not sold, to you. Diskover and its licensors reserve all rights not expressly granted to you by this Agreement.

6. Open Source Software. Certain open source software contained or referenced in the Software ("Open Source Software") is not licensed under the terms of this Agreement but is instead licensed under the applicable open source license(s) as described at https://www.apache.org/licenses/LICENSE-2.0 ("Open Source License"). Your use of the Open Source Software is subject to the terms of each applicable Open Source License, notwithstanding anything to the contrary in this Agreement.

7. Confidentiality. "Confidential Information", as further described in the Diskover Data Protection Policy and which is available upon request, means all confidential and proprietary information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including but not limited to the terms and conditions of this Agreement (including pricing and other terms, sensitive data required and exchanged to process an order, and the like), the Software and underlying intellectual property, and any other Confidential Information that is not readily available in the public domain. Confidential Information shall not include information that: (i) is independently developed by the Receiving Party; or (ii) is lawfully received by the Receiving Party free of any obligation to keep it confidential, or (iii) becomes generally available to the public other than by breach of this Section. Confidential Information shall remain the property of the Disclosing Party. Each Receiving Party shall maintain the confidentiality of the Confidential Information of the Disclosing Party (and each Party shall maintain the confidentiality of this Agreement) using at least the same degree of care as it employs in maintaining as secret its own trade secret, proprietary, and confidential information but in any event always with at least a reasonable degree of care. A Receiving Party must not disclose the Disclosing Party's Confidential Information to any person except: (a) to its employees (which for Diskover includes its affiliates' and its third party service providers' employees) on a 'need-to-know' basis provided those persons first agree to observe the confidentiality of the information; (b) to legal and financial advisers; (c) with the other party's prior written consent, or (d) if required by law, any stock exchange, or any governmental authority. Receiving Party may disclose the Disclosing Party's Confidential Information to the extent such disclosure is required by order or requirement of a court, administrative agency, or other governmental body, provided that the Receiving Party provides prompt written notice thereof to the Disclosing Party (to the extent legally permitted) and assistance to enable the Disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure. The confidentiality obligations of each party will survive expiration or termination of this Agreement for a period of three (3) years.

It is understood and agreed that notwithstanding any other provision of this Agreement, a breach by either party of this Agreement may cause the other party irreparable damage for which recovery of monetary damages might be inadequate and that the other party shall therefore be entitled to seek timely injunctive relief, without posting bond, in addition to any and all remedies available at law. On Disclosing Party's written request or upon expiration or termination of this Agreement for any reason, the Receiving Party will promptly return or destroy, at Disclosing Party's option, all Confidential Information of Disclosing Party in any form or media and provide a written statement to Disclosing Party certifying the return or destruction of such Confidential Information.



8. Compliance with Data Privacy Laws. The Diskover Data Protection Plan, in compliance with applicable data privacy laws, is available upon request. For clarification, such compliance is effective as of the date set forth on such statement.

9. Assignment. You may not assign this Agreement, in whole or in part, without the prior written consent of Diskover. Any assignment in violation of this paragraph shall be void and of no effect. Subject to the foregoing, this Agreement is binding upon, inures to the benefit of and is enforceable by the parties and their respective successors and assigns.

10. Termination and Subscription Term Expiration. Your rights in the Software are conditioned on complying with this Agreement, and those rights (together with this Agreement) will terminate automatically, without notice from Diskover, if you fail to comply with any term(s) of this Agreement. Upon expiration of your Subscription Term or any earlier termination of this Agreement, you must cease all use of the Software and destroy all copies, full or partial, of the Software in your possession or control.

11. Limited Warranty and Remedy. Diskover warrants that the Software will operate in conformity with its then current standard documentation (except for minor defects or errors which are not material to its use) during Your applicable Subscription Term. If the Software does not perform in accordance with this limited warranty, upon Your written notice to Diskover, Diskover will use reasonable efforts to correct any deficiencies in the Software so that it will perform in accordance with this limited warranty. Your sole and exclusive remedy, and Diskover's sole obligation, in the event of nonconformity of the Software with the foregoing limited warranty will be the correction of the condition making it nonconforming. You agree to provide all information reasonably requested to enable Diskover to cure the non-conformity. If Diskover is unable to provide such a correction within thirty (30) days of receipt of notice of the applicable non-conformity, you may elect to terminate this Agreement. The foregoing limited warranty does not apply to the extent a non-conformity results from the applicable Software or any portion thereof: (a) being altered, except by or on behalf Diskover; (b) not being used, installed, operated, repaired, or maintained in accordance with this Agreement and/or the Software's applicable documentation; (c) being subjected to misuse, negligence, or accident; or (d) being used on equipment, products, or systems not meeting specifications identified by Diskover in the applicable documentation. Additionally, the foregoing warranty only applies when notice of a warranty claim is provided to Diskover during the applicable Subscription Term, and does not apply to any bug, defect or error caused by or attributable to software or hardware not supplied by Diskover. THIS LIMITED WARRANTY AND ANY IMPLIED WARRANTIES APPLICABLE TO THE SOFTWARE ARE LIMITED IN DURATION TO THE SUBSCRIPTION TERM, AND DO NOT APPLY TO AN EVALUATION LICENSE. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY BY JURISDICTION.

12. Disclaimer of Other Warranties on the Software. EXCEPT FOR THE LIMITED WARRANTY ON SOFTWARE SET FORTH ABOVE, DISKOVER AND DISKOVER'S LICENSORS (COLLECTIVELY REFERRED TO AS "**DISKOVER**" FOR THE PURPOSES OF SECTIONS 10 and 11) HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SOFTWARE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, AND OF QUIET ENJOYMENT. FURTHER, DISKOVER DOES NOT MAKE ANY WARRANTY REGARDING NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. SUBJECT ONLY TO THE LIMITED WARRANTY SET FORTH IN SECTION 9, YOU ACKNOWLEDGE AND AGREE THAT USE OF THE SOFTWARE IS AT YOUR SOLE RISK. DISKOVER DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SOFTWARE, THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY DISKOVER OR A DISKOVER



AUTHORIZED REPRESENTATIVE (INCLUDING WITHOUT LIMITATION IN ANY ORDER FORM) WILL CREATE A WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE TERMS OF THIS PARAGRAPH MAY NOT APPLY TO YOU.

13. Limitation of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL DISKOVER BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (E.G., WHETHER UNDER CONTRACT, TORT OR OTHERWISE) AND EVEN IF DISKOVER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event will DISKOVER's total liability to you for all damages (INCLUDING WITHOUT LIMITATION BREACH OF WARRANTY) exceed the amount of fifty dollars (\$50.00). The foregoing limitations will apply even if any remedy set forth in this agreement fails of its essential purpose. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OR ALL OF THE TERMS OF THIS PARAGRAPH MAY NOT APPLY TO YOU.

14. Export Law Assurances. You may not use or otherwise export or re-export the Software except as authorized by United States law and the laws of the jurisdiction in which the Software was obtained. In particular, but without limitation, the Software may not be exported or re-exported (a) into (or to a national or resident of) any U.S. embargoed countries, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Persons List or Entity List or any similar legal designation. By using the Software, you represent and warrant that you are not located in, under control of, or a national or resident of any such country or on any such list.

15. Controlling Law and Severability. This Agreement will be governed by and construed in accordance with the laws of the State of California, as applied to agreements entered into and to be performed entirely within California between California residents. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this Agreement will continue in full force and effect.

16. Complete Agreement; Governing Language. This Agreement constitutes the entire agreement between the parties with respect to the use of the Software licensed hereunder and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this Agreement will be binding unless in writing and signed by the parties. This Agreement is separate from the Order Form and any other agreements between you and Diskover or any third-party reseller or distribution entity, and such agreements do not modify or supersede any term or condition of this Agreement. This Agreement supersedes the terms of any "click-to-accept" end user license agreement that may be embedded within the Software, except for any Open Source License for Open Source Software as described above. The terms of this Agreement shall supersede and control over any conflicting or additional terms and conditions of any purchase order, acknowledgment, confirmation, or other document issued by You, unless the parties execute a written agreement expressly indicating: (i) that such document shall modify this Agreement; and (ii) that the terms of such purchase order shall supersede and control in the event of any inconsistency. Any translation of this Agreement is intended for convenience and to meet local requirements and in the event of a dispute between the English and any non-English versions, the English version of this Agreement will govern.

END OF DISKOVER DATA END-USER LICENSE AGREEMENT