

IRIS SOFTWARE LICENSE AGREEMENT

1. Scope

This Agreement describes the licensing of the IRIS virtual appliance to the End User. This Agreement requires the End User to have a Reseller support them in using the Software (as defined below) and that the End User has paid the required Subscription.

2. Definitions

The terms in this section shall have the meanings described below, and other terms may be defined within the context of this Agreement.

- 2.1. **"Licensor"** means Ignition Data Ltd a company registered in New Zealand NZBN 9429 0511 0786 4.
- 2.2. **"End User"** means the licensed company paying the Subscription. The End User is expected to use the Software in the manner it was intended and following the instructions provided in the Playbooks to achieve the desired result. End Users are not authorised to make alterations to the Software templates provided.
- 2.3. **"Insolvency Event"** means any of the following events or circumstances affecting a party:
 - 2.3.1. the party goes into liquidation, administration or receivership or enters into a compromise with its creditors;
 - 2.3.2. the party has a receiver or statutory manager appointed over any of its assets;
 - 2.3.3. the party is removed from the country's government companies register other than as a result of a solvent amalgamation;
 - 2.3.4. a binding order for any of the above is made; or
 - 2.3.5. anything analogous to any of the above happens to the party;
- 2.4. **"License"** Subject to the other terms of this agreement, Licensor grants the End User a term-based, non-exclusive, non-transferable license to use the Software and Playbooks. Under this Agreement, the End User:
 - 2.4.1. Will not (and will not permit any third party to) sell, rent, lease, license, distribute, provide access to, sublicense, or otherwise make available any Software to a third party or in a service bureau or outsourcing offering.
 - 2.4.2. Will not reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or non-public APIs to any Software, except to the extent expressly permitted by applicable law (and then only upon advance written notice to Licensor).
 - 2.4.3. Will not remove or obscure any proprietary or other notices contained in any Software.

- 2.5. **“Misuse”** Misuse of the Software is defined as performing any task using the Software that is not documented in the Playbooks and/or procedural documentation provided by the Reseller as part of the projects delivered.
- 2.6. **“Order Form”** means the order entered into with the Reseller to purchase the IRiS virtual appliance Subscription and outlines the product Edition, licence term, appliance size, pricing, exclusions, etc.
- 2.7. **“Playbooks”** means a set of instructional soft copy documents provided with the Software and updated from time to time to enable trained End Users of the Software to be able to perform basic tasks to deliver a data vault complying to Data Vault 2.0 methodology.
- 2.8. **“Product Defect”** means the Software is not performing as described in the Playbook(s).
- 2.9. **“Product Releases”** are End User distribution packages of the final version or the newest version of a software.
- 2.10. **“Reseller”** means a third-party company authorised by Licensor to resell the Software and to provide services/consultants to assist the End User in deploying and using the Software to deliver data vault projects. The Reseller supplies the Software for use of the End User. The Reseller is responsible to support the Software to perform its intended functions as documented in the Playbooks. The Reseller provides first line support to the End User for IRiS matters and is authorised to log Product Defect issues with Licensor.
- 2.11. **“Software”** means Licensor’ computer program(s) & templates under this agreement that provide the functionality and/or produce the results described in the Playbooks, including any updates, upgrades, or other modifications thereof delivered or made accessible to End User as part of the Software.
- 2.12. **“Subscription”** is the annual fee paid by the End User to the Reseller for the use of the Software and is outlined on the Order Form.
- 2.13. **“Third Party Applications”** means software, interfaces, and firmware, licensed by Licensor from third parties, and which are incorporated into and/or distributed as part of the Software.
- 2.14. **“Edition”** means the Enterprise Edition or Developer Edition of the IRiS virtual appliance, as identified on the Order Form signed by the End User.

3. Proprietary Rights

- 3.1. The Software is licensed, not sold, to the End User.
- 3.2. Licensor retains all right, title, and interest in and to:
 - 3.2.1. The Software (including all copies, components thereof and all upgrades, modifications, enhancements, and derivative works thereof); and
 - 3.2.2. All copyrights, patent rights, trade secret rights, trademark and other intellectual property and other proprietary rights embodied in or relating to the Software and Playbooks.

- 3.3. The End Users acknowledges and agrees that it shall have no rights with respect to any of the foregoing other than the limited rights expressly set forth in this Agreement.
- 3.4. Licensor expressly reserves all rights in the Software and Playbooks not specifically granted to the End User. It is acknowledged that all right, title, and interest in and to the Software and Playbooks will remain vested exclusively with Licensor.

4. Indemnity

- 4.1. Licensor will defend, indemnify and hold harmless End Users against any claim that the use of the Licensor's Software under the terms of this Agreement infringes any copyright of any third party. Licensor will have no obligation for any claim of infringement based on (i) the use of a superseded or altered release of the Licensor's Software if such infringement would have been avoided by the use of a current, unaltered release of the Licensor's Software, (ii) the combination or use of the Licensor's Software with software, hardware or other materials not furnished by Licensor if such infringement would have been avoided by the use of Licensor's Software alone, or (iii) the use of the Licensor Software other than as permitted under this Agreement.
- 4.2. The indemnity in clause 4.1 is conditioned on prompt written notice of any claim, action or demand for which indemnity is claimed; complete control of the defence and settlement thereof by the indemnifying party; and cooperation of the other party in such defence.

5. Warranty Disclaimer

- 5.1. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SOFTWARE LICENSED IS PROVIDED "AS IS" AND LICENSOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE.
- 5.2. LICENSOR DOES NOT WARRANT THAT THE USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, NOR DOES LICENSOR WARRANT THAT IT WILL REVIEW ANY DATA PROCESSED USING THE SOFTWARE FOR ACCURACY OR CORRECTNESS.
- 5.3. LICENSOR SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE SOFTWARE. LICENSOR DOES NOT MAKE ANY WARRANTIES AND SHALL HAVE NO OBLIGATIONS WITH RESPECT TO THIRD PARTY APPLICATIONS NOT BUNDLED WITH THE SUBSCRIPTION.
- 5.4. THE END USER MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW.

6. Product Support

- 6.1. The Software is an automation suite that is, depending on the Edition licensed, both:
 - 6.1.1. A backend development tool that assists End Users to generate code to be deployed to the End User's target production database repositories, and
 - 6.1.2. A governance application for Business Glossary and Data Lineage, if the appropriate governance component is not excluded.
- 6.2. The Software is not responsible for providing the correct results. The Reseller shall assist and enable the End User to use the Software and providing the correct guidance to deliver the expected results.
- 6.3. In the unlikely event that the Software is perceived to function in a manner contrary to the way it is described in the Playbooks, please contact your Reseller for diagnosis of the issue.
- 6.4. Product Support does not apply:
 - 6.4.1. Unless the End User notifies the Reseller in writing within thirty (30) days of the date on which End User first noticed the nonconformity, or
 - 6.4.2. If the error was caused by Misuse, unauthorized modifications, or third-party hardware, software, or services.

7. Product Enhancements & Releases

- 7.1. As part of Licensor's strive for continuous improvements and catering for market change, Licensor will continue to improve the Software. These improvements may include new features/functionality, patches, bug fixes, updates/upgrades and/or other modifications.
- 7.2. It is expected that that the Software will have one release per quarter.
- 7.3. Updates by way of Product Releases may also modify or delete certain features and/or functionalities. Therefore, it is important that End Users review the release notes provided to highlight the latest changes from the previous product release.
- 7.4. End Users agree that Licensor has no obligation to formally notify any of its Software End Users about the latest Product Release updates.
- 7.5. Each release will undergo both quality and regression testing.
- 7.6. Licensor recommends any upgrade or patch be discussed and planned with the Reseller.
- 7.7. It is not expected that all End Users are required to upgrade their current working Software with every new product release.

8. Monitor and Auditing

- 8.1. The End User of the Enterprise Edition agrees to provide database sizing details (production instance) to the Reseller quarterly. This will be used to assess whether the current licensing agreement is still valid or may need an adjustment.
- 8.2. The End User of the Developer Edition agrees the software is issued on a single 'single use' use basis that:
 - 8.2.1. May only be installed on a Windows Desktop (physical or virtual) never Windows Server instance, and
 - 8.2.2. The number of installed instances must not exceed the number of instances licensed via the signed Order Form.

9. Incorporation of Open Source and other Third-Party Software

- 9.1. Portions of the Software may be subject to certain third-party license agreements governing the use, copying, modification, redistribution, and warranty of those portions of the Software, including what is commonly known as open-source software.
- 9.2. Open-source software is not subject to any warranty or indemnity set forth in this Agreement. By using the Software, the End User are also agreeing to be bound to the terms of such third-party licenses.

10. Enforceability and Force Majeure

- 10.1. If any term of this agreement is invalid or unenforceable, the other terms remain in effect. Except for the payment of monies, neither party is liable for events beyond its reasonable control, including, without limitation, force majeure events.

11. No Assignment

- 11.1. Neither party may assign or transfer this agreement to a third party, nor delegate any duty, except that the agreement and all orders may be assigned, without the consent of the other party, as part of a merger or sale of all or substantially all the businesses or assets of a party.

12. Export Restrictions

12.1. End Users agree that they will not export, re-export or transfer any portion of the IRiS virtual appliance, or any direct product thereof (the foregoing collectively referred to as the Restricted Components), to IRAN, NORTH KOREA, SYRIA, CUBA and SUDAN, including any entities or persons in those countries, either directly or indirectly (Licensor' Position). Users also agree that you will not export, re-export or transfer the Restricted Components to any other countries except in full compliance with all applicable governmental requirements, including but not limited to applicable economic sanctions and constraints administered by the U.S. Treasury Departmentyt and applicable export control measures administered by the U.S. Department of Commerce and U.S. Department of State, any other U.S. government agencies, and measures administered by the European Union or the government agencies of any other countries. Any violation by you of the applicable laws or regulations of the U.S. or any other government, or where you breach Licensor' Position notwithstanding whether or not this is contrary to any aforementioned applicable laws or regulations, will result in automatic termination of this License Agreement.

13. Money Damages Insufficient

- 13.1. Any breach by a party of this agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party.
- 13.2. The other party may seek a court order to stop any breach or avoid any future breach of this agreement.

14. Feedback

14.1. If End User(s) provides feedback or suggestions about the Software, then Licensor (and those it allows to use its technology) may use such information without obligation to End User.

15. End of License

- 15.1. Mutual termination: Either party may terminate the Licence if the other party:
- 15.1.1. suffers an Insolvency Event;
 - 15.1.2. commits a material breach of the Licence or this agreement, including in End User's case by failing to pay the Licence Fee or a Top-Up Licence Fee in accordance with this agreement, and does not remedy the breach within 14 days of being notified of the breach by the non-breaching party.
- 15.2. Termination by the End User: End User may terminate the License for the Software at the end of the subscription term.

- 15.3. Consequences of termination or expiry: When the Licence is terminated or expires:
- 15.3.1. End User will not be entitled to any refund of the Subscription;
 - 15.3.2. End User will immediately cease using the Software and uninstall it from all End Users environments; and
 - 15.3.3. this Agreement will terminate or expire at the same time.
- 15.4. No other termination: Neither party may terminate this Agreement other than under clause 15.
- 15.5. Survival: Termination or expiry of this Agreement does not affect any obligations of the parties that accrued before termination or expiry. Clauses 1 and 16, together with those other provisions of this agreement that are incidental to or required to give effect to those clauses, will remain in force after the termination or expiry of this Agreement.

16. LIMITATION OF REMEDIES AND DAMAGES

- 16.1.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY NOR ITS AFFILIATES SHALL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY LOSS OF USE, LOST OR INACCURATE DATA, INTERRUPTION OF BUSINESS, COSTS OF DELAY, LOST PROFITS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.
- 16.2.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EACH PARTY'S AND ITS AFFILIATES' ENTIRE LIABILITY TO THE OTHER PARTY OR ITS AFFILIATES (FOR DAMAGES OR LIABILITY OF ANY TYPE), SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID (OR WITH RESPECT TO CLAIMS FOR SUBSCRIPTION DUE, PAYABLE) BY THE END USER TO RESELLER ATTRIBUTABLE TO THE PRIOR 12 MONTHS UNDER THE APPLICABLE ORDER FORM.
- 16.3.** THE PARTIES AGREE THAT THE WAIVERS AND LIMITATIONS SPECIFIED IN THIS SECTION WILL SURVIVE AND APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE AND WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

17. Entire Agreement and Changes

- 17.1. This agreement constitutes the entire agreement between the parties and supersede any prior or contemporaneous negotiations or agreements, whether oral or written, related to this subject matter.
- 17.2. End User is not relying on any representation concerning this subject matter, oral or written, not included in this agreement. No representation, promise, or inducement not included in this agreement is binding.

18. Governing Law and Jurisdiction:

- 18.1. This Agreement is governed by and must be construed in accordance with the laws in force in New Zealand.

19. Notice

- 19.1. Any notice or communication required or permitted under this Agreement will be in writing to all parties of the original Agreement.
- 19.2. Notices will be deemed to have been received by the addressee:
 - 19.2.1. If given by hand, immediately upon receipt.
 - 19.2.2. If given by overnight courier service, the first business day following dispatch.
 - 19.2.3. If given by registered or certified mail, postage prepaid and return receipt requested, the second business day after such notice is deposited in the mail; or
 - 19.2.4. If given by email, immediately upon receipt. Notwithstanding the foregoing, except for notices pertaining to non-payment and except as otherwise expressly permitted in this Agreement related to termination of this Agreement or any claims (including without limitation breach, warranty, or indemnity) may not be given via email.