



END USER LICENSE AGREEMENT

BY INSTALLING OR USING ALL OR ANY PORTION OF THE SOFTWARE, YOU ARE ACCEPTING ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ANY REVISED OR RENEWED VERSIONS THEREOF, AS WILL BE PUBLISHED ON AT UNILYTICS.COM WEBSITE. YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN AGREEMENT SIGNED BY YOU AND LEGALLY BINDING BETWEEN YOU AND UNILYTICS CORPORATION. IF YOU DO NOT AGREE TO ALL OF THESE TERMS AND CONDITIONS, DO NOT INSTALL THE SOFTWARE. IF YOU WISH TO USE THE SOFTWARE AS AN EMPLOYEE, CONTRACTOR, OR AGENT OF A CORPORATION, PARTNERSHIP OR SIMILAR ENTITY, THEN YOU MUST BE AUTHORIZED TO SIGN FOR AND BIND THE ENTITY IN ORDER TO ACCEPT THE TERMS OF THIS AGREEMENT.

This End User License Agreement (“Agreement”) is between Unilytics Corporation (“Unilytics”) and the customer (individual or entity) that has downloaded or otherwise procured the licensed Software (as defined below) for use as an end user (“Licensee”).

1 Dashboard Design Analytics (DDA).

As used herein, “Software” shall mean the proprietary Unilytics computer software product provided in connection with this Agreement, and any updates, upgrades, modifications and error corrections thereto provided to Licensee as specified in this Agreement, as well as any supporting product specifications or documentation (the “Documentation”) provided with the Software to Licensee.

1.1 Product Licensing.

The Software is licensed as an annual subscription (“Annual License”), and on a per-seat or enterprise-wide basis, as shown on the applicable invoice. DDA Software is licensed for personal and internal company use only; programs, tools, or other software developed through use of or based on the DDA Software may not be sold, distributed, or otherwise disseminated to third parties.

1.2 License Grant.

Subject to the terms and conditions set forth in this Agreement, Unilytics hereby grants to Licensee and Licensee hereby accept, a limited, non-transferable, royalty-free, non-sublicensable, non-exclusive license (the “License”) to use the Software.

1.3 License Restrictions.

Licensee shall not (and shall not allow any third party to): (a) embed a copy or copies of the Programs in any additional software applications that Licensee develops for sale or distribution to any third party; (b) decompile, disassemble, or otherwise reverse engineer the Software or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Software by any means whatsoever (except and only to the extent that applicable law prohibits or restricts reverse engineering restrictions); (c) distribute, sell, sublicense, rent, lease or use the Software, (or any portion thereof) for time sharing, hosting, service provider or like purposes; (d) remove any product identification, proprietary, copyright or other notices contained in



the Software; (e) modify any part of the Software, or create a derivative work of any part of the Software; (f) utilize any equipment, device, software, or other means designed to circumvent or remove any form of copy protection used in connection with the Software, or use the Software together with any authorization code, License Key, serial number, or other copy protection device not purchased by Licensee from Unilytics; or (g) enable access to the Software for a greater number of users or on a greater number of cores of Tableau Server than the sum quantity of licenses purchased on the applicable invoice.

1.4 Electronic Delivery.

All Software and Documentation shall be delivered by electronic means unless otherwise specified at the time of purchase. Software shall be deemed delivered when it is made available for download by Licensee ("Delivery").

1.5 Support & Maintenance.

Subject to the terms and conditions of this Agreement, Licensee is entitled to the support and maintenance benefits more fully described at <http://www.unilytics/support> for a period of one year from the purchase date of the applicable License.

2 Ownership.

Notwithstanding anything to the contrary contained herein, Unilytics retains all rights, title and interest (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Software, and all copies, modifications and derivative works thereof (including any changes which incorporate any of Licensee's ideas, feedback or suggestions). Licensee acknowledges that Licensee is obtaining only a limited license right to the Software, and that no ownership rights are being conveyed to Licensee under this Agreement or otherwise.

3 Term and Termination.

As an Annual License, this Agreement and the License granted hereunder is temporary and shall continue until one (1) year following the date of purchase, or until terminated in accordance with this section (the "Annual Term"). If not renewed upon expiration of the Annual Term, Licensee must remove all component of Software and cease using Software. Unless otherwise prohibited by law, Unilytics shall have the right to terminate this Agreement and the License granted hereunder immediately if Licensee breaches any of the material terms of this Agreement, and Licensee fails to cure such material breach within thirty (30) days of receipt of notice. Termination is not an exclusive remedy and the exercise by Unilytics of any remedy under this Agreement will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise.

Upon any expiration or termination of this Agreement, Licensee shall cease any and all use of any Software and destroy all copies thereof, provided that Licensee (i) may retain copies of Software pursuant to Licensee's compliance or document retention policies; and (ii) are not required to destroy any computer or other electronic hardware or systems, to render any electronic data irrecoverable or to disable any existing electronic data backup procedures (or destroy any data contained therein); provided that any copies of Software so retained will only be accessed by legal, compliance or technology personnel in connection with the purposes for which such information may be retained hereunder. Subject to Section 6.8 hereof, Unilytics may audit the copies of the Software licensed by Licensee to assure compliance with this section. If such audit discloses that Licensee has not ceased using the Software, then Licensee shall be liable for the reasonable costs of the audit in addition to any other fees, damages and penalties Unilytics may be entitled to under this Agreement and applicable law.



3.1 Product Discontinuance.

Unilytics reserves the right to discontinue the Software or any component of the Software, whether offered as a standalone product or solely as a component, at any time. However, Unilytics shall provide support in accordance with the terms set forth in this Agreement for discontinued Software or components for a period of one (1) year after the date of discontinuance.

4 Limited Warranty and Disclaimer.

4.1 Limited Warranty.

Unilytics warrants solely that (i) the Software will perform substantially in accordance with the Documentation for a period of thirty (30) days after the date on which Licensee uses the Software, and (ii) it will use commercially reasonable efforts to ensure that the Software does not contain any malware, or other harmful or malicious code, software, or programming device or routine. Unilytics does not warrant that Licensee's use of the Software will be uninterrupted or error-free at all times and in all circumstances, nor that program errors will be corrected. The sole liability of Unilytics (and Licensee's exclusive remedy) for any breach of this warranty shall be, in the reasonable discretion of Unilytics, to use commercially reasonable efforts to provide Licensee with an error-correction or work-around which corrects the reported non-conformity, or if Unilytics reasonably determines such remedies to be impracticable within a reasonable period of time, to refund the license fee paid for the applicable Software. Unilytics shall have no obligation with respect to a warranty claim under subsection (1) above unless notified of such claim within the above-described warranty period.

4.2 Exclusions.

The limited warranty in Section 4.1 shall not apply: (i) if the Software is used with hardware or software not specified in the Documentation; (ii) if any modifications are made to the Software by Licensee or any third party; (iii) to defects in the Software due to accident, abuse or improper use by Licensee.

4.3 Disclaimer of Warranties.

THIS SECTION 4 IS A LIMITED WARRANTY AND, EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 6, THE SOFTWARE IS PROVIDED "AS IS". UNILYTICS MAKES NO OTHER WARRANTIES, CONDITIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. LICENSEE MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE LIMITED WARRANTY PERIOD.

5 Limitation of Remedies; Indemnification and Damages.

5.1 Limitation of Remedies.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNILYTICS SHALL NOT BE LIABLE FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS OR COSTS OF COVER), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. UNILYTICS'S ENTIRE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED TWO (2) TIMES THE SOFTWARE LICENSE FEES PAID BY LICENSEE FOR THE SOFTWARE.

5.2 Unilytics Indemnification.

Subject to this Section 5, Unilytics shall indemnify and hold harmless Licensee and Licensee's officers, directors, employees and agents from and against all claims, arising out of any claim by a third party to the extent such claim alleges that the Software infringes any copyright, patent right, trade secret right, or other intellectual property right ("Claim"). In the event that the Software is, or in the reasonable opinion of Unilytics is likely to be, enjoined or subject to a Claim, Unilytics, at its option and expense, may (a) replace the Software with functionally equivalent non-infringing Software or (b) obtain a license for Licensee's continued use of the Software, or, if the foregoing alternatives are not reasonably available to Unilytics (c) terminate this Agreement and refund any sums paid, if any. Notwithstanding the above, Unilytics shall have no liability for any Claim which: (i) pertains to any Software that has been altered or modified without prior written approval by Unilytics; (ii) is based on use of the Software in conjunction with any item not provided by Unilytics, unless such use is shown to constitute the infringement when not used in conjunction with the item not provided by Unilytics; (iii) pertains to any unauthorized use of the Software; or (iv) pertains to an unsupported release of the Software; or (v) pertains to any open source software or other third-party code provided with the Software. Unilytics shall handle the defense of any Claim and have the sole discretion to settle any Claim; and (b) Licensee shall provide Unilytics with prompt written notice of any Claim brought against Licensee, together with copies of all related court documents involving such Claim. THIS SECTION 7.2 SETS FORTH THE SOLE LIABILITY OF UNILYTICS AND LICENSEE'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

5.3 Licensee Indemnification.

Licensee agrees to indemnify and hold harmless Unilytics and its officers, directors, employees and agents from and against any and all claims, lawsuits and proceedings, and all resulting expenses, costs (including attorney's fees), judgments, damages and other liabilities that arise or result from (i) Licensee's use of the Software in violation of this Agreement, or (ii) Licensee's modification of the Software's source code.

5.4 Confidential Information.

Except as otherwise provided herein, each party expressly undertakes to retain in confidence all information and know-how transmitted or disclosed to the other that the disclosing party has identified as being proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential (the "Confidential Information"), and expressly undertakes to make no use of such Confidential Information except under the terms and during the existence of this Agreement. Without limiting the foregoing, all source code of the Software and related technical information shall be deemed as Confidential Information. The nondisclosure obligation shall not apply to Confidential Information which (a) was rightfully in possession of or known to the receiving party prior to receipt of the Confidential Information; (b) is or has become public knowledge through no fault of the receiving party; (c) is rightfully obtained by the receiving party from a third party without breach of any confidentiality obligation; (d) is independently developed by the receiving party without use of the Confidential Information; or (e) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the disclosing party). The parties acknowledge that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure the disclosing party shall be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law.

6 General.



6.1 Assignment.

This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Unilytics may assign this Agreement to any affiliate or in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of the assets of Unilytics. Licensee may not assign or transfer this Agreement, in whole or in part, without written consent by Unilytics. Any attempt to transfer or assign this Agreement without such written consent will be null and void.

6.2 Severability.

If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect.

6.3 Governing Law.

This Agreement is governed by the laws of the State of Delaware and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act, as currently enacted by any jurisdiction or as may be codified or amended from time to time by any jurisdiction.

6.4 Attorneys' Fees and Costs.

The prevailing party in any action to enforce this Agreement will be entitled to recover its attorneys' fees and costs in connection with such action.

6.5 Amendments; Waivers.

No supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. No provision of any purchase order or other business form employed by Licensee will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect.

6.6 Entire Agreement.

This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

6.7 Audit Rights.

Upon reasonable written request by Unilytics, Licensee shall certify in a signed writing that its use of the Software is in full compliance with the terms of this Agreement. With prior reasonable notice, Unilytics may audit the copies of the Software in use by Licensee provided such audit is during regular business hours. If such inspections or audits disclose any breach of this Agreement, then Licensee shall be liable for the reasonable costs of the audit in addition to any other fees, damages and penalties Unilytics may be entitled to under this Agreement and applicable law.

6.8 Force Majeure.

Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events, which occur after the signing of this Agreement and which are beyond the reasonable control of the parties,



such as strikes, blockade, war, terrorism, riots, natural disasters, refusal of license by the government or other governmental agencies, in so far as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost.