AGREEMENT
CONTRACT ROUTING SHEET

Date Prepared: 09/06/2024

Need Date: 09/20/2024

PROCESSING DEPARTMENT:

Department: CAO- Procurement and Contracts
Dept. Contact: Rick Blake
Phone: 5873
Department Head Signature: *Rick Blake* Digitally signed by Rick Blake Date: 2024.09.06 07:57:25 -07'00'

CONTRACTOR:

Name: Four Inc.
Address: 2303 Dulles Station Boulevard #105
Herndon, VA 20171
Phone: gyates@fourinc.com

Org Code: 2200000
Project #
(if applicable): _____

Funding Source: _____

CONTRACTING DEPARTMENT: CAO-P&C for District Attorney
Service Requested: Review and approve perpetual contract 9064 for i2 Analyst's Notebook Subscription & Support
Description: 2 Analyst's Notebook Subscription & Support Software (first 3-years)
Contract Term: 7/1/2024 - Perpetual   Contract Value: $ 14,389.00

COUNTY COUNSEL: (Must approve all contracts and MOU's)
Approved: ✓   Disapproved: ☐   Date: 09/06/2024   By: Roger A. Runkle Digitally signed by Roger A. Runkle Date: 2024.09.06 15:47:21 -07'00'
Approved: ☐   Disapproved: ☐   Date: _____   By: _____
_____
_____
software contract terms:include Canada jurisdiction, indmnity, etc.
_____
_____
_____
_____
_____
_____
_____
_____

HR APPROVAL: WILL BE REVIEWED THROUGH WORKFLOW

RISK MANAGEMENT: WILL BE REVIEWED THROUGH WORKFLOW

PLEASE EMAIL FOR PICK-UP cao-contracts-newrequests@edcgov.us Thank you!

COUNTY OF EL DORADO

Purchase Contract

Fiscal Year 2025   Page 1 of 1

VENDOR	
FOUR INC	
2303 DULLES STATION BLVD	
STE 105	
HERNDON, VA 20171	

THIS NUMBER MUST APPEAR ON ALL
INVOICES, PACKAGES AND SHIPPING PAPERS

Purchase Contract #	9064

SUBJECT TO TERMS AND CONDITIONS ON WEBSITE

https://www.eldoradocounty.ca.gov/County-Government/Procurement-and-Contracts/PO-Terms-and-Conditions

For Period: 07/01/2024 To

PLEASE NOTE: This Purchase Contract is for a NTE (Not To Exceed) amount.

NTE:

2025 PRICING PER QUOTE #1219260002
.
FIRST YEAR $4,454
ADDITIONAL YEARS WITH AN APPOXIMATE 7.5% INCREASE ANNUALLY
.
CONTRACT ADMINISTRATOR: BRYAN KUHLMANN, DISTRICT ATTORNEYS OFFICE - LIEUTENANT OR SUCCESSOR
.
MEDIA: ELECTRONIC DOWNLOAD ONLY
THIS PURCHASE ORDER IS BEING ISSUED FOR THE ACQUISITION OF SOFTWARE LICENSES, SOFTWARE MAINTENANCE, UPGRADE PROTECTION AND/OR RENEWALS OF SAME. COUNTY OF EL DORADO DOES NOT ACCEPT PHYSICAL MEDIA FOR EITHER THE INITIAL PURCHASE OF SOFTWARE LICENSES AND/OR ANY SOFTWARE MAINTENANCE AND UPDATES. SOFTWARE, MAINTENANCEAND UPGRADE PROTECTION WHEN ELECTRONICALLY DOWNLOADED ARE NOT SUBJECTTO TAXATION PER THE STATE OF CALIFORNIA, CDTFA REGULATION SECTION 1502 OF TITLE 18 OF THE CALIFORNIA CODE OF REGULATIONS. SHOULD COUNTY OF EL DORADO EVER RECEIVE PHYSICAL MEDIA OR DOCUMENTATION RELATIVE TO THIS SOFTWARE AND/OR SOFTWARE MAINTENANCE AND/OR LICENSE UPDATES, THE COUNTY SHALL BEAR THE COST OF ANY APPLICABLE TAXES RELATIVE TO THIS TRANSACTION.
.
i2 LICENSE AGREEMENT & i2 ADDITIONAL LICENSING TERMS ARE INCORPORATED HEREIN AND MADE BY REFERENCE A PART OF THIS PURCHASE ORDER CONTRACT. EXCEPT FOR ANY REFERENCE MADE TO THE "CONFIDENTIALITY", IN i2LICENSE AGREEMENT & i2 ADDITIONAL LICENSING TERMS IN WHICH CASE THIS PURCHASE ORDER CONTRACT IS SUBJECT TO DISCLOSURE IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.
.
VENDOR CONTACT:
GRANT YATES
GYATES@FOURINC.COM
(571) 442-9879

This Purchase Contract expressly limits acceptance to the terms and conditions stated herein, set forth on the website and any supplementary or additional terms and conditions annexed hereto or incorporated herein by reference. Any additional or different terms and conditions proposed by the seller are objected to and hereby rejected unless otherwise stated above.

FOUR inc.

A Small Business
Four LLC
2303 Dulles Station Blvd.
Suite 105
Herndon, VA 20171
www.Fourinc.com

QUOTE

Quote # 1219260002
Date 8/2/2024
Valid Until 8/31/2024
Payment Terms Net 30
RFQ
Vehicle Open Market
Contract No.

El Dorado County DA's Office

El Dorado County DA's Office
Sandra Rivas
sandra.rivas@edcda.us

Four Inc. Representative

Grant Yates
gyates@fourinc.com
(571) 442-9879

FOB	Estimated Delivery Time (ARO)	Customer ID	Period of Performance
Destination	within 30 days of award	4125949	Start Date: 07/01/2024 End Date: 06/30/2025

Line Item	Part No.	Description	Qty.	Unit Price	Ext. Price
1	E5ANAST	Analysis Studio Concurrent User Annual Subscription & Support	1	$4,453.44	$4,453.44

Grand Total	**$4,453.44**

NOTES:

Four Inc. Quote #1219260002 must be fully incorporated by reference in any resulting order.
Any products quoted herein are commercial items as defined in the FAR. Commercial-off-the-shelf Software products quoted herein are Restricted Computer Software. In no event shall the Customer's license rights exceed the Restricted Rights required of Commercial Computer Software.
Unless otherwise noted, all quoted prices are in US Dollars and resulting orders to Four LLC must be in US Dollars.
This solution is proposed as a bundled offer; the discounts herein are only available if quote is purchased in full.
i2/Harris Computer Corporation license agreement terms & conditions apply. These terms are available upon request, or accessible at https://i2group.com/legal.

Cage: 4M4Z2 | DUNS: 789007064 | TIN: 75-3227157 | UEI: X1JJYEW4HAN9
THANK YOU FOR YOUR BUSINESS!

i2 LICENSE AGREEMENT

Last updated: August 8, 2024

The following terms and conditions, including the additional documents incorporated by reference herein, (collectively, the "Agreement") constitute the contract by and between N. Harris Computer Corporation, a corporation existing under the laws of Ontario ("Licensor") and the person or entity identified on the Quote as the licensee of the Software ("Licensee"). By clicking "I Agree", you are agreeing to the terms of this Agreement and you (A) accept this Agreement and agree that Licensee is legally bound by its terms; and (B) represent and warrant that, if Licensee is a corporation, governmental organization, or other legal entity, you have the right, power, and authority to enter into this Agreement on behalf of Licensee and bind Licensee to its terms. If Licensee does not agree to the terms of this Agreement, do not click "I Agree," or download, use or install the Software. This Agreement is effective on the date that you agree to the terms of this Agreement (the "Effective Date").

1.   INTERPRETATION

1.1   Definitions

Capitalized terms not otherwise defined in this Agreement shall have the following meanings:

"Additional Documents" has the meaning set out in Section 1.2.

"Additional Licensing Terms" means those additional licensing terms incorporated by reference into this Agreement between Licensor and Licensee that are applicable to specific Software, and available at www.i2group.com/legal or as provided with the Software.

"Affiliate" means, with respect to any person, any entity which directly or indirectly Controls or is Controlled by or is under direct or indirect common Control with the person or any entity which is directly or indirectly Controlled by an entity which Controls the person. "Control" means, with respect to any person, the right or power, directly or indirectly, to direct or cause the direction of the management and policies of such person whether through the ownership of voting security, by contract or otherwise; and the term "Controlled" shall have the same meaning.

"Authorized User" is a unit of measurement in respect of Software license usage. An Authorized User is a unique User, who may simultaneously access any number of instances of the Software concurrently such that no other User can access and use the Software using the credentials of any other Authorized User: a User can only use the Authorized User credentials that are specific to that User as an Authorized User. Licensee must obtain separate, dedicated licenses for each Authorized User, such license being unique to that Authorized User and may not be shared or reassigned without the prior written consent of Licensor. For clarity, each non-individual User is also an Authorized User and therefore requires a separate, dedicated license as if that device were an individual.

"Borrow" is the act of removing a license from a pool of concurrent licenses for use of the Software on a specific device without access to a local network for the use by any Concurrent User on that device and which is subject to Software license usage restrictions.

"Channel Partner Agreement" means an agreement among Licensor and Licensee whereby Licensee is authorized to distribute the Software to additional authorized parties. A Licensee is not obligated to be a channel partner and a Channel Partner Agreement is not required under this Agreement.

"Concurrent User" is a unit of measurement in respect of Software license usage such that a Concurrent User license restricts the maximum number of Concurrent Users that can access and use the Software at any given time. A Concurrent User is any User who is accessing the Software at any point in time. For clarity, an Authorized User accessing multiple instances of the Software only counts as one Concurrent User; and each non-individual Authorized User is also a Concurrent User and therefore requires a separate, dedicated license as if that device were an individual.

"Confidential Information" means all documents, information, technology and data disclosed or furnished in any connection with this Agreement by one Party to the other Party on or after the date of this Agreement, directly or indirectly, whether in oral, written, graphic, video, machine-readable or other form that is either marked or identified (in writing or orally) as being confidential or proprietary or that the receiving Party can reasonably conclude or ought to know is confidential or proprietary to the other Party. Confidential Information shall be deemed to include, but is not limited to, the terms and conditions of this Agreement, all software (except for the Software), documentation and all other technical and product information and documentation, trade secrets, and the whole of the concepts, processes, procedures, and know-how contained therein.

"Database" means a collection of data organized especially for search and retrieval available in i2 iBase and the Information Store (of i2 Analyze (Internal Component)).

"Documentation" means any and all user documentation applicable to the Software.

"EMS" means the Entitlement Management System used to (i) activate licenses for use of the Software; (ii) manage license entitlements to conform with Authorized User, Concurrent User, Standalone User, and other Software entitlement restrictions; and (iii) restrict access to Software that is not properly activated.

"Feedback" means all feedback, ideas, comments, and suggestions submitted by Licensee to Licensor concerning the Software or any services provided by Licensor, or part thereof.

"i2 SW Subscription and Support Program" means the support and maintenance services for the Software available for a Licensee enrolled in the i2 SW Subscription and Support Program as further discussed in section 7.1 of this Agreement.

"Internal Business Purposes" means use of the Software solely for Licensee's internal business needs, based on such Software's intended functionality. Internal Business Purposes do not include use of Software to provide any kind of service, action, assistance or support to third part(ies), unless Licensee is expressly permitted to otherwise do so pursuant to a Channel Partner Agreement. The meaning of "Internal Business Purposes" may be further specified in the Quote.

"Internet License" is a type of license associated with the EMS through which Software licenses can be activated or through which Licensor can ensure that Licensee consumes licenses in accordance with the restrictions set out in the Agreement.

"License Fee" means the license fees set out in the Quote(s).

"Network License" is a type of license permitting access to use the Software via a network server.

"Party" means either Licensor or Licensee, and **"Parties"** means both Licensor and Licensee.

"Permitted Use" has the meaning set out in Section 2.2.

"Quote" means the quote provided by Licensor to Licensee, and accepted by Licensee, for Licensee's purchase of the license for the Software granted under this Agreement together with any related services and for enrollment in the i2 SW Subscription and Support Program. More than one Quote may be established for Licensee. For clarity, the Quote may also include further terms and conditions applicable to the use of the Software.

"SaaS" means having a pay as you go service to use the Software in a hosted environment without a license to the Software and which is governed by the terms of the SaaS Agreement.

"SaaS Agreement" means those additional terms incorporated by reference into this Agreement between Licensor and Licensee that are applicable to specific Software that is provided as a SaaS, and whose terms are available at http://www.i2group.com/legal or as provided with the Software.

"Software" means the software set forth in the Quote in object code format, including any Updates or Upgrades provided to Licensee pursuant to this Agreement.

"Specifications" means the specifications for the Software made available at the i2 Software Portal and, to the extent consistent with and not limiting of the foregoing, the Documentation.

"Standalone License" is a type of license that is locked to a single workstation. Any Authorized User may access a single instance and copy of the Software that is located on the specific device with access restricted to only Authorized Users associated with the Standalone License, but always in a manner so that no Authorized User can access and use the Software using the credentials of any other User, including other Authorized Users and whether or not the Software is licensed on a Concurrent User or other basis. Licensee must obtain sufficient Concurrent User licenses for all Authorized Users to have access to the Software subject to the Standalone License. Once a copy of the Software is dedicated to a particular device pursuant to a Standalone License, that copy cannot be reassigned to another device without the prior written consent of Licensor. For clarity, each device on which a copy of the Software is located is specific for that Standalone License only and any other device requires a separate, dedicated license.

"Subscription License" means a license to use the Software that is not a perpetual license, but which is a term license, with all rights to the Software expiring upon the end of the Subscription Licence.

"Update" means updates, error corrections, patches, performance improvements or enhancements, compatibility enhancements and any other adaptations or modifications to the Software made by Licensor and published by Licensor from time to time.

"Upgrade" means any updates made to the Software which are not Updates, including development of any new branches of the source code associated with the Software.

"User" means an individual person that is an employee (including individuals that are independent contractors engaged by Licensee to supplement its workforce) who is authorized by Licensee to use the Software in accordance with the terms of this Agreement and the Quote. Any computing device that requests the execution of or receives for execution a set of commands, procedures, or applications from the Software or that is otherwise managed by the Software is considered a separate User of the Software.

1.2   Precedence of terms

In the event of any conflict between or among the provisions of this Agreement, the Additional Licensing Terms, the Quote, and/or the Channel Partner Agreement (the **"Additional Documents"**), the document that is higher in the following list will take precedence:

   a)   the Quote;

   b)   the Additional Licensing Terms;

   c)   the Channel Partner Agreement to the extent it explicitly states it takes precedence over this Agreement; and

   d)   this Agreement.

2.   SOFTWARE AND LICENSE

2.1   Software License

Licensor hereby grants to Licensee a perpetual, non-transferable, non-sub-licensable, and non-exclusive license to access, install, make backup copies of, and use the Software and associated Documentation solely for the Permitted Use (the **"Software License"**), subject to the terms and conditions of this Agreement (including user restrictions). Documentation supplied and made available to Licensee may be used solely to install, operate, maintain, support and otherwise use the Software to the extent required for the Permitted Use. For greater certainty, this Agreement applies to any and all copies of the Software made by Licensee.

Despite the foregoing, for Software subject to EMS, the Licensee must activate the Software in accordance with the EMS protocols provided by Licensor which is an initial activation of the Software. The Software License above is deemed to not be granted until the Software is activated and the Licensee is deemed to

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Where the Software has been properly activated and consumed using EMS and a User properly Borrows Software but the device requests an EMS verification with respect to the Software License, the Software used whilst Borrowed is deemed to be activated and properly consumed where the activation request is unrelated to the requirement for initial activation of the Software but is a result of the Software not having access to either the EMS or the central server from which the Software was Borrowed.

Except for Standalone Licenses, all other Software Licenses shall be deemed to be Network Licenses. For both Standalone Licenses and Network Licenses, the Licensee is permitted to have copies of the Software on individual devices. Where a Concurrent User license is provided, the act of accessing and using the Software is deemed to be consuming one of the Concurrent Licenses for the purposes of this Agreement.

When Software is Borrowed, the Borrowed Software is still deemed to be a part of the Network License despite the Software not being connected to a network whilst Borrowed.

2.2   Permitted Use

Subject to this Agreement and any applicable Additional Licensing Terms, Licensee shall be permitted to access, install, make backup copies of, and use the Software and Documentation for its Internal Business Purposes (the "**Permitted Use**"), provided: (a) Licensee ensures that itself and any other person using the Software does so in compliance with the terms of this Agreement and only on Licensee's behalf; (b) Licensee may only use the Software up to the number of Concurrent Users and Authorized Users per the Quote; (c) Licensee has activated the Software License as necessary and (d) backup copies may only be made if: (i) Licensee is in compliance with this Agreement; (ii) if the Software has a limit on its number of Authorized Users or Concurrent users, the backup copy does not execute unless the backup Software is not able to execute (and the use of the backup Software shall expire once the primary Software instance is again available); and (iii) all copyright notices and indicators of ownership are reproduced on all copies and partial copies of the Software. For greater certainty, if Licensee has been granted additional certain rights pursuant to the Quote (e.g. distribution rights, rights to modify or support software, or right to embed software in Licensee's solutions), "Permitted Use" shall also include the permission to exercise such additionally granted rights only in furtherance of Licensee's Internal Business Purpose for the specific Software referenced in the Quote.

2.3   Restrictions on Use

Licensee's use of the Software is subject to the following restrictions and limitations. Licensee shall not: (a) except as otherwise expressly authorized, provide, disclose, sublicense or otherwise permit any third party to access, use, read, disseminate, transmit, download or reproduce the Software or Documentation; (b) adapt, translate, change, customize, enhance, augment, partially delete or alter, or otherwise modify the Software in any manner or to any extent whatsoever, whether in whole or in part; (c) use any of the part of the Software's components, files, modules, audio-visual content, or related licensed materials separately from that Software; (d), to the maximum extent permitted by applicable law, disassemble, decompile, reverse engineer, or otherwise in any manner deconstruct all or any part of the Software; (e) use the Software in excess of the limits for Concurrent Users or Authorized Users that Licensee has obtained per a Quote, or any other limitation on Licensee's Users' use of the Software pursuant to this Agreement and the Additional Documents; (f) use the Software, as a "service bureau" or in a time-sharing, application service provider or other similar model to provide the benefit of the use of the Software to any person except as expressly permitted hereby; (g) copy the Software, except as expressly set out in this Agreement; (h) use the Software in any manner that would negatively impact the commercial reputation of Licensor or Licensor's brand; (i) resell, distribute, or repackage the Software whether in binary or source form, including in the form originally provided by Licensor to the Licensee, to any third party for any purpose (other than as otherwise specifically permitted in this Section or subject to any Channel Partner Agreement terms); (j) Borrow the Software in excess of or in a manner that would result in excess of the limits for Concurrent Users or Authorized Users that Licensee has obtained per a Quote, or any other limitation on Licensee's Users' use of the Software pursuant to this Agreement and the Additional Documents; (k) copy any of the following in relation to the Database: features, functionality, table schemas, graphics, iconography, systems architecture, and the Database itself; (l) use software (other than the Software or another i2 licensed

product) in order to access, export, or run queries of the Database; (m) overlay another software product (other than the Software or another i2 licensed product) that works in conjunction with any i2 licensed product in order to directly or indirectly perform any of the functions listed in (k) and (l) above or which would extend definitions or merge other customizations not created by Licensor; (n) perform any other act that in any way by-passes a security function of the Software; and (o) use the Software in a manner that does not comply with, applicable laws, regulations and policies, or any Additional Licensing Terms, including those Additional Licensing Terms that may be referenced in a Quote.

2.4   Authorized Third Party Access

a)   Licensee may provide access to the Software to its Users, subject to the terms of this Agreement including the protection of Confidential Information, and if applicable, any Channel Partner Agreement, for the Permitted Use only. Unless expressly stated otherwise, no User shall be permitted to use the Software for its own benefit. Licensee will promptly on request notify Licensor in writing of all Users which have been provided access. Notwithstanding the foregoing, Licensee may provide access to the Software and to the data generated by the Software to third parties to the extent such right is expressly granted to Licensee in the Additional Licensing Terms and the third party is licensed as either a Concurrent User or Authorized User if access to and use of the Software is provided. Even if the third party only has rights to review data, generate data, and input data, the third party must still be a User of the Software and licensed appropriately.

b)   Licensee remains liable to Licensor for compliance with this Agreement by all third parties, including Users, to whom it provides access to the Software or data generated by the Software.

2.5   Updates and Upgrades

Licensor will provide Updates to Licensee as any Updates are made generally available where the Licensee is enrolled in the i2 SW Subscription and Support Program at the time the Upgrade is released; but certain security Updates will be provided whether or not the Licensee is enrolled in the i2 SW Subscription and Support Program at the time the Update is released but solely at the Licensor's discretion. Licensor reserves the right in its sole discretion to provide any Upgrades to Licensee and any decision by Licensor not to provide an Upgrade to Licensee shall not constitute a breach of the terms of this Agreement. Updates and Upgrades remain subject to the terms of this Agreement and any applicable Additional Licensing Terms, provided that new Additional Licensing Terms may be provided in conjunction with the Update or Upgrade. Licensee agrees to the terms of this Agreement as modified by the new Additional Licensing Terms upon installation, access or use of the Update or Upgrade.

2.6   Licensee Security

Licensee is solely responsible for implementing safeguards to protect the security of its own systems when accessing and using the Software, including to take precautions against viruses, worms, trojan horses and other items of a disabling or destructive nature. It is the responsibility of Licensee to be familiar with all applicable safety standards and ensure that the Software is maintained and operated by Licensee in a safe manner and suitable environment. Without limiting the foregoing, it is Licensee's responsibility to ensure that Users are adequately trained and comply with all laws, regulations, codes and safe practices, applicable to Licensee's activities and its use of the Software.

2.7   Subscription Licenses
If the Quote states that any aspect of the Software is licensed and provided on a subscription basis then the license rights provided for in this section 2, the License Fee obligations stated in section 3.1, and the i2 SW Subscription and Support Program detailed in section 7.1 in respect of the Subscription Software are modified in the following manner:

a)   all references to a perpetual license shall be substituted with a term license for a duration that equals the subscription license duration as stated in the Quote in respect of each Software application that is designated as being a Subscription License;

b)   the reference to the i2 SW Subscription and Support Program's enrollment in a Quote is for a duration equal to the subscription term only for Software that is designated as being subject to a Subscription License; and

c)   the Fees are due in advance of the start of the Subscription License.

2.8   Trial License

If the Quote states that any aspect of the Software is licensed and provided on a trial basis (all such Software being "Trial Software"), then the license rights provided for in this section 2, the License Fee obligations stated in section 3.1, and the i2 SW Subscription and Support Program detailed in section 7.1 in respect of the Trial Software are modified in the following manner:

a)   all references to a perpetual license shall be substituted with a term license for a duration that equals the trial license duration as stated in the Quote in respect of each Trial Software application. In accordance with the terms of a Quote or where no terms are provided for in a Quote, then as provided for in this Agreement or any applicable Additional Licensing Terms, a Licensee may switch to a regular license by paying the applicable License Fee at which time these Trial Software license terms will expire and will immediately be replaced by the Software License (such that the Trial Software will become "Software" for the purposes of this Agreement) unaffected by the terms of this section 2.8.

b)   all references to back up copies will not be permitted during the Trial Software license term.

c)   the reference to the License Fee in section 3.1 of this Agreement will only be for Software that is not the Trial Software and License Fees in respect of Trial Software will only be paid if a switch is made and the Trial Software license expires and is replaced by a Software License as contemplated in subsection 2.8(a) above.

d)   the reference to the i2 SW Subscription and Support Program's enrollment in a Quote is only for Software and is not for the Trial Software. The term and the requirements associated with the i2 SW Subscription and Support Program enrollment in section 7.1 of this Agreement will apply to the Trial Software when the Trial Software license terms expire and is replaced by the Software License as contemplated in subsection 2.8(a) above.

2.9   Proof of Concept License

If the Quote states that any aspect of the Software is licensed and provided on a Proof of Concept basis (or "POC") (all such Software being "POC Software"), then the license rights provided for in this section 2, the License Fee obligations stated in section 3.1, and the i2 SW Subscription and Support Program detailed in section 7.1 in respect of the POC Software are modified in the following manner:

a)   all references to a perpetual license shall be substituted with a term license for a duration that equals the POC license duration as stated in the Quote in respect of each POC Software application. In accordance with the terms of a Quote or where no terms are provided for in a Quote, then as provided for in this Agreement or any applicable Additional Licensing Terms, a Licensee may switch to a regular license by paying the applicable License Fee at which time these POC Software license terms will expire and will immediately be replaced by the Software License (such that the POC Software will become "Software" for the purposes of this Agreement) unaffected by the terms of this section 2.9.

b)   all references to back up copies will not be permitted during the POC Software license term.

c)   the reference to the License Fee in section 3.1 of this Agreement will only be for Software that is not the POC Software and License Fees in respect of POC Software will only be paid if a switch is made and the POC Software license expires and is replaced by a Software License as contemplated in subsection 2.9(a) above.

d) the reference to the i2 SW Subscription and Support Program's enrollment in a Quote is only for the POC Software unless the Quote states otherwise. The term and the requirements associated with the i2 SW Subscription and Support Program enrollment in section 7.1 of this Agreement will apply when the POC Software license terms expire and is replaced by the Software License as contemplated in subsection 2.9(a) above. The payment of any associated fees for the i2 SW Subscription and Support Program for POC Software will be stated in the Quote, otherwise no fees will apply.

2.10   Free of Charge License

If the Quote states that any aspect of the Software is licensed and provided on a Free of Charge basis (or "FOC") (all such Software being "FOC Software"), then the license rights provided for in this section 2, the License Fee obligations stated in section 3.1, and the i2 SW Subscription and Support Program detailed in section 7.1 in respect of the FOC Software are modified in the following manner:

a) all references to a perpetual license shall be substituted with a term license for a duration that equals the FOC Software license duration as stated in the Quote in respect of each FOC Software application or where no term duration is stated in the Quote, then the license term shall be for one (1) year. In accordance with the terms of a Quote or where no terms are provided for in a Quote, then as provided for in this Agreement or any applicable Additional Licensing Terms, a Licensee may switch to a regular license by paying the applicable License Fee at which time these FOC Software license terms will expire and will immediately be replaced by the Software License (such that the FOC Software will become "Software" for the purposes of this Agreement) unaffected by the terms of this section 2.10. Please note that not all FOC Software can be switched to a regular license format.

b) the reference to the License Fee in section 3.1 of this Agreement will only be for Software that is not the FOC Software and there are no License Fees in respect of FOC Software.

c) the reference to the i2 SW Subscription and Support Program's enrollment in a Quote is only for Software and is not for the FOC Software unless the Quote explicitly names the FOC Software. If the Quote provides for i2 SW Subscription and Support Program's enrollment in relation to any FOC Software application products, then the i2 SW Subscription and Support Program shall apply to such FOC Software application products despite anything in this Agreement to the contrary. The term and the requirements associated with the i2 SW Subscription and Support Program enrollment in section 7.1 of this Agreement will apply to the FOC Software when the FOC Software license terms expire and is replaced by the Software License as contemplated in subsection 2.10(a) above.

2.11   Academic License

If the Quote states that any aspect of the Software is licensed and provided as an Academic License (all such Software being "Academic Software"), then the license rights provided for in this section 2, the License Fee obligations stated in section 3.1, and the i2 SW Subscription and Support Program detailed in section 7.1 in respect of the Academic Software are modified in the following manner.

a) all references to a perpetual license shall be substituted with a term license for a duration that equals the license term (which may equate to a particular academic term) as stated in the Quote in respect of each Academic Software application or where no term duration is stated in the Quote, then the license term shall be for the then current academic year (ending on the 31st day of August of the applicable year).

b) Unless the Quote states otherwise, the license shall be an enterprise license for the use by the academic institution stated in the Quote and the following license restrictions may apply: The Academic Software will be located on either a server on premise at the academic institution or in a cloud environment that is controlled by the academic institution; no other copies of the Academic Software are permitted to be located on laptops, devices, or other hardware (such as workstations); and only one copy of each Academic Software product is permitted on the server or cloud environment, as applicable, under the Academic License. Otherwise, the Quote may state additional User and Concurrent User limits together with permission for the Licensee to have

additional copies of the Academic Software located on Licensee's laptops, devices, or other hardware but subject always to the limitations regarding use, but in no event can the number of copies at any one time exceed 100.

c) Licensee shall not use the Academic Software for any purpose other than for education, training or undergraduate academic research activities. The Academic Software cannot be used for graduate academic research activities or for academic activities not related to education, training and undergraduate academic research activities.

d) Except as permitted in (b) above, Licensee shall not copy the Academic Software, nor shall Licensee distribute, transfer, share, loan, or permit access via a file sharing or other service bureau use, or assign the Academic Software without specific permission from Licensor.

e) If Licensee is the academic institution using the Academic Software for teaching purposes, Licensee will manage all student licenses through a license server provided by Licensor in accordance with guidelines provided by Licensor. Licensee agrees to provide reports describing the number of licenses Licensee has issued in each period upon Licensor's request.

f) the reference to the License Fee in section 3.1 of this Agreement will only be for Software that is not the Academic Software and there are no License Fees in respect of Academic Software.

g) The reference to the i2 SW Subscription and Support Program's enrollment in a Quote is only for Software and is not for the Academic Software unless the Quote explicitly names the Academic Software. The Licensee may still contact the Licensor in relation to submitting a support ticket, but the Licensor has no obligation to provide any resolution to the tickets except where the Licensee has paid for i2 SW Subscription and Support Program.

h) For the purposes of an Academic Software license, the definition of a User shall include those students, teaching assistants and the professor (or others who are used to teach the applicable course) that are enrolled in education classes at the academic institution listed in the Quote. Where the academic institution provides both on site and remote/off site classes, additional licenses may be required.

2.12   Charity License

If the Quote states that any aspect of the Software is licensed and provided as a Charity License (all such Software being "Charity Software"), then the license rights provided for in this section 2, the License Fee obligations stated in section 3.1, and the i2 SW Subscription and Support Program detailed in section 7.1 in respect of the Charity Software are modified in the following manner:

a) all references to a perpetual license shall be substituted with a term license for a duration that equals the Charity Software license duration as stated in the Quote in respect of each Charity Software application or where no term duration is stated in the Quote, then the license term shall be for one (1) year. In accordance with the terms of a Quote or where no terms are provided for in a Quote, then as provided for in this Agreement or any applicable Additional Licensing Terms, a Licensee may switch to a regular license by paying the applicable License Fee at which time these Charity Software license terms will expire and will immediately be replaced by the Software License (such that the Charity Software will become "Software" for the purposes of this Agreement) unaffected by the terms of this section 2.10. Please note that not all Charity Software can be switched to a regular license format.

b) the reference to the License Fee in section 3.1 of this Agreement will include the requirement to pay the applicable License Fees for each renewal term for the Charity Software as invoiced by i2.

c) Unless the Quote states otherwise, the license in the Charity Software shall be an enterprise license for the use by the Licensee stated in the Quote and not for the use by any of its affiliates or by third parties; additionally the following license restrictions may apply: The Charity Software will be located on either a server on premise at a facility owned or leased by the Licensee or in a cloud environment that is controlled by the Licensee; no other copies of the Charity Software are permitted to be located on laptops, devices, or other hardware (such as workstations); and only one

copy of each Charity Software product is permitted on the server or cloud environment, as applicable, under the Charity Software license. Otherwise, the Quote may state additional User and Concurrent User limits together with permission for the Licensee to have additional copies of the Charity Software located on Licensee's laptops, devices, or other hardware but subject always to the limitations regarding use, but in no event can the number of copies at any one time exceed 10.

d) the reference to the i2 SW Subscription and Support Program's enrolment in a Quote is only for the Software listed in the Quote and does not necessarily include the Charity Software. If the Quote provides for i2 SW Subscription and Support Program's enrolment in relation to any Charity Software application products, then the i2 SW Subscription and Support Program shall apply to such Charity Software application products despite anything in this Agreement to the contrary.

2.13   Warranties

In respect of the Trial Software, the POC Software, FOC Software and the Academic Software, the Licensor shall only supply the warranty in section 9.4 and not the warranties listed in section 9.1 or anywhere else in this Agreement.

2.14   SaaS

Where the Quote states that an aspect of the Software is provided to the Licensee on a SaaS basis, then those aspects of the Software are not licensed to the Licensee but rather are provided to the Licensee to use on a pay as you go services basis and are subject to the terms of the SaaS Agreement. To the extent that the terms of the SaaS Agreement modify the terms of this Agreement, the terms of the SaaS Agreement shall apply but only to the Software that is subject to the SaaS designation. Otherwise, all of the terms of this Agreement shall apply and, if necessary, are incorporated by reference into the SaaS Agreement.

3   FEES AND PAYMENT

3.1 Payment of Fees

In consideration of the Software License, Licensee will pay the License Fee to Licensor in accordance with the terms of the Quote. Licensee agrees to pay any and all additional fees, including License Fees, associated with any use of the Software in excess of the use authorized per the Quote. In consideration of the provision of any services associated with the i2 SW Subscription and Support Program Licensee shall pay the associated fees as set out in the Quote. If Licensee fails to make any payment when due, in addition to all other remedies that may be available: (a) Licensor may charge interest on the past due amount at the rate of 1% calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; and (b) Licensee shall reimburse Licensor for all costs incurred by Licensor in collecting any late payments or interest, including legal fees, court costs, and collection agency fees; and (c) if such failure continues for thirty (30) days following written notice thereof, Licensor may prohibit access to the Software until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Licensee or any other person by reason of such prohibition of access to the Software.

3.2 Invoicing

Licensor shall provide Licensee with an electronic invoice detailing payment due to Licensor. Upon the receipt of Licensor invoice sent to Licensee, Licensee shall pay Licensor the Licensee Fee by bank transfer within thirty (30) calendar days upon the receipt of a valid invoice. Licensor will not provide credits or refunds for Licensee Fees paid except as expressly set out in this Agreement.

3.3 Taxes

The License Fee is exclusive of any applicable sales, use, services, consumption, excise and other transaction-based taxes which may be assessed by any governmental body, agency or taxing authority (including at the federal, provincial, county and/or local level). Licensee is responsible for all goods and services, harmonized sale, sale, service, use and excise taxes, and any other similar taxes, duties, and

charges of any kind imposed by any federal, provincial or territorial governmental or regulatory authority on any amounts payable by Licensee hereunder, other than any taxes imposed on Licensor's income.

4   LICENSE AUDIT

4.1 Audit

Licensee agrees to maintain complete and accurate records in accordance with generally accepted accounting principles during the Term and for a period of one (1) year after the termination or expiration of this Agreement with respect to matters necessary for accurately determining amounts due hereunder, including compliance with limits on the number of Authorized Users and Concurrent Users. Licensor may, at its own expense, on thirty (30) days' written notice, periodically inspect and audit Licensee's records with respect to matters covered by this Agreement, in addition to all sites and environments in which Licensee or Users use the Software, and in accordance with Government security requirements, provided that if such inspection and audit reveals that Licensee has underpaid Licensor with respect to any amounts due and payable during the Term, Licensee promptly pay the amounts necessary to rectify such underpayment, together with interest in accordance with Section 3.1. Licensee, at Licensor's sole discretion, may be required to pay for the costs of the audit if the audit determines that Licensee has underpaid for any quarter. Such inspection and auditing rights will extend throughout the Term of this Agreement and continue for a period of one (1) year after the termination or expiration of this Agreement. Otherwise, if the Software is subject to EMS and the EMS is continuing to function according to the Licensor's terms, the Licensee shall be deemed to be in conformance with its Software Licenses.

Otherwise, if the Software is subject to EMS, consumption of a license after the initial activation shall be confirmation by the Licensee that its ongoing use of the Software is still in conformance with the number of Authorized User and Concurrent User restrictions set out in the Quote.

4.2 Report

Licensee will, for all Software at all sites and for all environments, create, retain, and each year, provide to Licensor upon Licensor providing 30 days' written notice to Licensee, an accurate report in a format requested by Licensor outlining Software usage, any supporting documentation, and any other relevant information.

5   INTELLECTUAL PROPERTY

5.1 Ownership

Licensee acknowledges that all right, title and interest in and to the Software and Documentation are the sole and exclusive property of Licensor. Licensor reserves all rights not expressly granted to Licensee hereunder, and for greater certainty, Licensor shall retain all intellectual property rights in and to the Software.

5.2 Feedback

Licensee may provide Feedback to Licensor on a voluntary basis. Notwithstanding any other provision of this Agreement, Feedback is subject to the following terms: (a) Licensor may use such Feedback and incorporate it in Licensor's products, technologies, and services without any obligations or restrictions; (b) Licensee waives all rights it or its representatives have or may have, including all intellectual property rights, in and to Feedback, and hereby assigns to Licensor all of Licensee's rights in and to Feedback and will cause its representatives to assign all of such persons' rights to Licensor and to waive all moral or similar rights that its representatives have to Licensor. Licensee will execute and cause to be executed all documents necessary to assign such rights. Licensee is not entitled to any compensation or reimbursement of any kind under any circumstances for any Feedback. Any improvements developed by Licensor based on such Feedback, and any associated intellectual property rights, shall also be the exclusive property of Licensor.

5.3 Intellectual Property Indemnification

a) Licensor shall defend Licensee from any claims asserted against Licensee that the Software infringes a third party's patent or copyright and pay to Licensee the settlement fee, or the amounts awarded by a court against Licensee, provided that Licensee promptly notifies Licensor in writing of such claim, cooperates with Licensor, takes reasonable steps to mitigate the claim, and allows Licensor sole authority to control the defense and settlement of such claim.

b) If such a claim is made or appears possible, Licensee agrees to permit Licensor, at Licensor's sole discretion, to (A) modify or replace the Software, or component or part thereof, to make it non-infringing, or (B) obtain the right for Licensee to continue use. If Licensor determines that none of these alternatives is reasonably available, Licensor may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Licensee.

c) The indemnity provided under Section 5.3(a) will not apply to the extent that the alleged infringement arises from: (i) use of the Software in combination with data, software, hardware, equipment, or technology not provided by Licensor or authorized by Licensor in writing; (ii) modifications to the Software not made by Licensor; or (iii) use of any version other than the most current version of the Software or Documentation delivered to Licensee.

6 CONFIDENTIALITY

6.1 Use of Confidential Information

Licensee shall be permitted to use the Confidential Information of Licensor solely, and to the extent necessary, for its Internal Business Purposes in connection with its operation and use of the Software as permitted by this Agreement. Licensor shall be permitted to use the Confidential Information of Licensee solely and to the extent necessary for its Internal Business Purposes in connection with the installation, provision and support of the Software and its activities related thereto and as otherwise set out in this Agreement. Each Party receiving Confidential Information ("**Recipient**") of the other Party ("**Discloser**") shall hold in confidence and shall protect (using efforts and measures it uses to protect Recipient's own confidential information of a similar nature, but in any event reasonable efforts and measures) the Confidential Information of the Discloser from harm, loss, theft, reproduction and unauthorized access while in its possession or control. Recipient acknowledges and agrees that the Confidential Information it may receive from the Discloser is the sole and exclusive property of Discloser (and/or its suppliers and licensors) and is highly valuable, confidential and material to the interests, business and affairs of Discloser, and that disclosure thereof would be detrimental to the interests, business and affairs of Discloser.

6.2 Exceptions; Permitted Disclosure

Recipient shall be permitted to disclose relevant aspects of the other Discloser's Confidential Information to its officers, directors, employees, agents and professional advisors to the extent that such disclosure is reasonably necessary for the performance of its duties and obligations or the exercise of any rights or privileges granted under this Agreement; *provided*, however, that prior to such disclosure such Discloser shall inform such persons and parties of the confidential nature of the Confidential Information. Recipient shall, subject to the terms hereof, be fully responsible for ensuring that any such persons to whom it discloses Discloser's Confidential Information comply with the confidentiality obligations contained in this Agreement and Recipient shall be liable for any breach of this Agreement by such persons. Recipient may disclose the Confidential Information of Discloser that: (a) is either prior to furnishing the Confidential Information or thereafter becomes known to the public without fault or breach of Recipient; (b) Recipient obtains from a third party without restriction on disclosure and without breach by such third party of a non-disclosure obligation to Discloser; (c) is already known to Recipient at the time of disclosure not otherwise subject to other confidentiality provisions, as proven by documentary evidence; and (d) is independently developed by Recipient, without any reference or use of any of Discloser's Confidential Information. The obligations of confidentiality contained in this Agreement shall not restrict any disclosure by Recipient to the extent Recipient is required to disclose the Confidential information by applicable law or a court of competent jurisdiction; provided, however, that it shall not make any such disclosure without first notifying Discloser and allowing Discloser a reasonable opportunity to seek injunctive relief from (or a protective order with respect to) the obligation to make such disclosure. In the event that such protective order or other remedy is not obtained, Recipient shall use reasonable efforts to furnish only that portion of the Confidential

Information which it is legally required to provide.

6.3 Unauthorized Disclosure

Recipient shall notify Discloser promptly upon discovery of any unauthorized use or disclosure of the Discloser's Confidential Information, and will cooperate with the Discloser in every reasonable way to help regain possession of such Confidential Information and to prevent its further unauthorized use or disclosure.

6.4 Survival and Return of Information

The obligations of confidentiality in this Agreement shall be effective throughout the Term (defined below) and, notwithstanding the return of any Confidential Information or any other event, shall continue in full force and effect following its termination. Without prejudice to any other rights provided herein, upon termination of this Agreement, each Party shall return to the other all Confidential Information of such other Party in its possession or control, or destroy such Confidential Information, including any copies or reproductions thereof, provided, however, each Discloser recognizes that despite such attempts to destroy such Confidential Information, electronic representations of Confidential Information may continue to exist, subject to the terms hereof, in the Recipient's data system backup applications, or similar storage media.

7 SUPPORT

7.1 Scope of Support; Access

The Licensee may enroll in the Licensor's i2 SW Subscription and Support Program. The Licensee is obligated to purchase its enrollment in the i2 SW Subscription and Support Program for the first 12 months of any license in the Software. The enrollment in the i2 SW Subscription and Support Program will be stated in a Quote and which will also delineate the subscription term and may delineate whether the subscription is a renewal or a reinstatement. The fees associated with any renewal or reinstatement will be determined solely and entirely by in accordance with the GSA Schedule Pricelist.

While enrolled in the i2 SW Subscription and Support Program, the Licensor may provide Licensee with assistance or support in respect of the Software, which may involve a) Licensor remotely accessing Licensee's systems; or b) Licensee providing its information or system data to Licensor. Licensee authorizes Licensor, its Affiliates and their respective subcontractors to use information from and about Licensee relating to errors and problems to improve its products and services, and to provide support.

Additional information related to the i2 SW Subscription and Support Program is located on the following website: https://www.i2group.com/software/support which may also include additional terms, restrictions, and requirements with which the Licensee is obligated to comply.

7.2 Licensee Data

Licensee is responsible for: a) the selection and implementation of procedures and controls for access, use, and transmission of any data provided to Licensor (including personally identifiable information); b) the content of such data or associated database; and c) the backup or recovery of any such data or associated database. Licensee will not provide to Licensor, directly or indirectly, any personally identifiable information in any form. Licensee is responsible for all costs and expenses Licensor may reasonably incur as a result of any data or information Licensee mistakenly provides to Licensor, or any loss, destruction or disclosure of such data or information by Licensor, including such costs and expense arising out of a third-party claim.

8 TERM AND TERMINATION

8.1 Term

The term of this Agreement and the Software License shall commence on the Effective Date and shall remain in effect for the term set forth on the Quote, or until the termination of this Agreement pursuant to this Agreement (the "**Term**").

8.2 Termination

Either Party shall have the right to terminate this Agreement if:

a) the other Party breaches any material provision of this Agreement, including any failure to pay the License Fee when due, and such breach continues un-remedied for a period of thirty (30) days after written notice thereof; or

b) the other Party becomes insolvent, files a voluntary petition in bankruptcy or insolvency or a petition for reorganization under any bankruptcy law, the other Party consents to any involuntary petition in bankruptcy or if a receiving order is given against the other Party under any bankruptcy law, or an order, judgment or decree is entered by any court of competent jurisdiction, upon the application of a creditor, receiver, trustee or liquidator of all or a substantial part of the other Party's assets, and the same has not been discharged or terminated without prejudice to the non-defaulting Party's rights under this Agreement within thirty (30) calendar days.

8.3 Effect of Termination

In the event of the expiration or termination of this Agreement the Software License will terminate, and without limiting Licensee's obligations under Section 6, Licensee shall cease using and delete, destroy, uninstall, and return all copies of the Software and Documentation, as applicable, and certify in writing to the Licensor that the Software and Documentation has been deleted, destroyed, uninstalled and returned, as applicable. No expiration or termination will affect Licensee's obligation to pay all License Fees that may have become due before such expiration or termination, or entitle Licensee to any refund.

9 REPRESENTATIONS, WARRANTIES, INDEMNITIES AND LIABILITY

9.1 Representations and Warranties of Licensor

a) For a period of **1 month** following the Effective Date or such other period of time if specified in the applicable Additional Licensing Terms, Licensor warrants that the Software, when used in accordance with the Documentation, will perform materially as described in the Specifications.

b) During the Warranty Period, Licensor will make available to Licensee Licensor's support database available at www.i2group.com.

9.2 Representations and Warranties of Licensee

Licensee represents and warrants to Licensor that:

a) it will not make any false or misleading representations regarding the Software or Documentation, its use thereof, or the relationship of the Parties to any third parties; and

b) it agrees to, and assumes all responsibility for complying with, any applicable laws, regulations and policies; and

c) it has obtained or will obtain any consents, permissions, or licenses required to enable its lawful use of the Software.

9.3 Risk and Indemnity

a) LICENSEE CONFIRMS THAT IT HAS THE SOLE RESPONSIBILITY FOR ALL USE OF THE SOFTWARE, FOR ANY PRODUCTS OR SERVICES THAT USE THE SOFTWARE, AND ANY USE OF SUCH PRODUCTS OR SERVICES BY OTHERS, INCLUDING BUT NOT LIMITED TO THE RESPONSIBILITY TO ASSESS WHETHER THE SOFTWARE AND USE THEREOF IS APPROPRIATE FOR LICENSEE'S INTENDED PURPOSES, AND CONSIDERING THE RISKS ASSOCIATED WITH THE SOFTWARE AND USE THEREOF.

b) Licensee agrees to indemnify, hold harmless, and, upon Licensor's request, defend Licensor and

its Affiliates and their respective contractors, licensors and agents and all such person's officers, directors and employees, from and against all third party claims, actions and demands, and all resulting liabilities, damages and losses of any type, expenses (including reasonable legal fees), settlements, or judgments suffered or incurred by such parties to the extent that they result from or arise out of the failure of Licensee to comply with any applicable laws, including applicable export laws and privacy laws.

9.4 No Warranties

EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, THE SOFTWARE, THE i2 SW SUBSCRIPTION AND SUPPORT PROGRAM, AND DOCUMENTATION ARE PROVIDED TO LICENSEE ON AN "AS-IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS, AND LICENSOR EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS CONCERNING THE SOFTWARE, THE i2 SW SUBSCRIPTION AND SUPPORT PROGRAM, AND DOCUMENTATION AND THEIR RESPECTIVE USE, WHETHER EXPRESS OR IMPLIED OR STATUTORY OR OTHERWISE ARISING IN LAW (INCLUDING DURING THE COURSE OF DEALING, USAGE OR TRADE) AND WHETHER ORAL OR WRITTEN, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS OF: (A) DESIGN, (B) MERCHANTABILITY, (C) FITNESS FOR ANY PARTICULAR PURPOSE, (D) NON-INFRINGEMENT, (E) PERFORMANCE, INCLUDING THAT THE SOFTWARE IS ACCURATE, ERROR FREE, VIRUS FREE OR SECURE, OR THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED, (F) ACHIEVING ANY INTENDED RESULT, (G) BEING COMPATIBLE OR WORKING WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, AND (H) COMPLIANCE WITH STANDARDS OR LAWS. LICENSEE CONFIRMS THAT IT HAS THE SOLE RESPONSIBILITY FOR ALL USE OF THE SOFTWARE, FOR ANY PRODUCTS OR SERVICES THAT USE THE SOFTWARE, AND FOR ALL DECISIONS TAKEN FROM SUCH USE. LICENSEE ASSUMES ALL RISK FOR ALL DAMAGES THAT MAY RESULT FROM LICENSEE'S USE OF THE SOFTWARE OR FROM USE OF THE SOFTWARE BY USERS OF LICENSEE.

9.5 Separately Licensed Code

In using the Software, Licensee may (or may not) be provided and may (or may not) use, certain third-party code. ANY THIRD-PARTY CODE PROVIDED AS PART OF OR WITH THE SOFTWARE IS PROVIDED TO LICENSEE ON AN "AS-IS," "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS, AND LICENSOR EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS CONCERNING THE THIRD-PARTY-CODE AND THEIR USE, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS OF: (A) DESIGN, (B) MERCHANTABILITY, (C) FITNESS FOR ANY PARTICULAR PURPOSE, (D) NON-INFRINGEMENT, (E) SUBJECT TO RIGHTS OF USE OR DISTRIBUTION PERMITTING A PARTICULAR USE OR DISTRIBUTION MODEL; (F) PERFORMANCE, INCLUDING THAT THE THIRD-PARTY CODE IS ACCURATE, ERROR FREE, VIRUS FREE OR SECURE, OR THAT THE THIRD-PARTY CODE WILL OPERATE UNINTERRUPTED, (G) ACHIEVING ANY INTENDED RESULT, (H) BEING COMPATIBLE OR WORKING WITH THE SOFTWARE, ANY THIRD-PARTY CODE, SYSTEM OR OTHER SERVICES, (I) BEING COMPLIANT OR PERFORMING AS MATERIALLY DESCRIBED IN ANY RELEVANT DOCUMENTATION OR SPECIFICATIONS, AND (J) COMPLIANCE WITH STANDARDS OR LAWS. LICENSEE CONFIRMS THAT IT HAS THE SOLE RESPONSIBILITY FOR ALL USE OF THE THIRD-PARTY CODE, FOR ANY PRODUCTS OR SERVICES THAT USE THE THIRD-PARTY CODE, AND FOR ALL DECISIONS TAKEN FROM SUCH USE. LICENSEE ASSUMES ALL RISK FOR ALL DAMAGES THAT MAY RESULT FROM LICENSEE'S USE OF THE THIRD-PARTY CODE OR FROM USE OF THE THIRD-PARTY CODE BY USERS OF LICENSEE. THIS SECTION 9.5 SHALL PREVAIL NOTWITHSTANDING ANY TERMS OF THIRD-PARTY LICENSE AGREEMENTS RELATING TO SUCH THIRD-PARTY CODE, THIS AGREEMENT AND ANY OTHER AGREEMENT BETWEEN LICENSOR AND LICENSEE.

9.6 Limitation of Liability

EXCEPT FOR INFRINGEMENT CLAIMS DESCRIBED IN SECTION 5.3, LICENSOR SHALL NOT BE LIABLE TO LICENSEE OR TO ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING IN RESPECT OF LOST PROFIT OR REVENUE OR OPPORTUNITY, EXPECTED SAVINGS

OR ANY OTHER ECONOMIC CONSEQUENTIAL LOSS OR DAMAGE) OR ANY LOSS OF, OR DAMAGE TO, DATA, EVEN IF SUCH DAMAGES ARE FORESEEABLE OR LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT LICENSOR IS FOUND TO BE LIABLE TO LICENSEE FOR ANY REASON, LICENSOR'S AGGREGATE LIABILITY SHALL BE LIMITED TO THE ACTUAL DIRECT DAMAGES SUFFERED BY LICENSEE AND SHALL NOT EXCEED THE LICENSE FEE PAID BY LICENSEE. The foregoing limitations and exclusions of liability shall apply in respect of any expense, damage, loss, injury, or liability of any kind, regardless of the form of action or theory of liability (including for breach of contract, tort, negligence, strict liability, by statute or otherwise) and shall survive a fundamental breach or breaches or the failure of the essential purpose of this Agreement or of any remedy contained herein.

10 GENERAL

10.1   Interpretation

In this Agreement: (a) words denoting the singular include the plural and vice versa and words denoting any gender include all genders; (b) all usage of the words "including" or "include" or the phrase "e.g." shall mean "including, without limitation"; (c) any reference to a statute shall mean the statute in force as at the date hereof, together with all regulations promulgated thereunder, as the same may be amended, re-enacted, consolidated and/or replaced from time to time, and any successor statute thereto, unless otherwise expressly provided; (d) the division of the Agreement into sections and the insertion of headings is for convenience of reference only and shall not affect the construction or interpretation; (e) words or abbreviations which have well-known or trade meanings are used herein in accordance with their recognized meanings; (f) the Parties agree that the Agreement shall not be construed in favour of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of the Agreement.

10.2   Entire Agreement

This Agreement, including the Quote, any Additional Licensing Terms and the Channel Partner Agreement, constitute the entire agreement between the Parties pertaining to all the matters herein and supersedes all prior agreements, proposals, proof of concepts, understandings, letters of intent, negotiations and discussions between the Parties hereto, whether oral or written and may only be amended or modified by written agreement executed by the authorized representatives of the Parties hereto.

10.3   Governing Law

This Agreement shall be governed by, construed and interpreted in accordance with the laws of the province, state, or country, as applicable, in which the Licensee is provided a license (the "Licensee Territory"). The Parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario and the applicable courts in the Licensee Territory, at the discretion of the party filing a claim in relation to this Agreement.

10.4   Waiver

No delay or omission by a Party to exercise any right or power it has under this Agreement or to object to the failure of any covenant of the other Party to be performed in a timely and complete manner, shall impair any such right or power or be construed as a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the Party waiving its rights.

10.5   Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable in any respect, then the remaining provisions of this Agreement, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each such provision of this Agreement shall be valid and enforceable to the extent granted by law. In such instance, the Parties shall use their best efforts to replace the invalid provision(s) with legally valid provisions having an economic effect as close as possible to the original intent of the Parties.

10.6 Assignment; Subcontracting

This Agreement shall enure to the benefit of and be binding on both Parties to this Agreement, their successors and permitted assigns. This Agreement may not be assigned by Licensee without prior written consent of Licensor. Licensor may assign this Agreement without prior consent of Licensee at any time. Licensor may subcontract the performance of its obligations and any services under this Agreement provided Licensor shall remain responsible for ensuring all subcontractors' compliance with the terms of this Agreement.

10.7 Survival

Sections 2, 3, 5.2, 6, 8.3, 9 and 10 shall survive any expiration or termination of this Agreement. In additional to the foregoing Sections, any other terms of this Agreement which by their nature shall extend beyond expiration or termination of this Agreement shall remain in effect until fulfilled and shall bind Parties.

10.8 Force Majeure

Neither Party shall be liable for delays in or for failures to perform hereunder (other than a payment obligation) due to causes beyond its reasonable control, including acts of God, acts or omissions of the other Party or a third party, third party product or service failures, transportation delays, labour disputes, Internet or telecommunications outages, acts of civil or military authorities, fire, strikes, power, surges or outages, epidemics, pandemics, flood, earthquakes, riot, or war ("**Force Majeure Event**"). Each Party shall use commercially reasonable efforts to provide the other Party with notice of any such events and recommence performance as soon as is practicably possible.

10.9 Relationship of the Parties

This Agreement will not constitute or be construed as creating a partnership or joint venture between the Parties, and neither Party will be liable for any debts or obligations of the other Party. Neither Party will in any way be considered as being an agent or representative of the other Party in any dealings with any third party, and neither Party may act for, nor bind, the other Party in any such dealings.

10.10 Notice

Any notice required or permitted hereunder shall be written in English and shall be deemed to have been given when dispatched by email, delivered by overnight courier or air-mailed prepaid first class registered or certified mail and addressed to the respective representatives set out in the Quote, unless otherwise designated by either Party in writing, and such notice shall be effective, if dispatched by facsimile or email or delivered by overnight courier one (1) day after its transmission or its shipment, or shall be effective seven (7) business days after it is deposited in the air-mail if air-mailed.

i2 ADDITIONAL LICENSING TERMS

Last updated: Aug 8 2024

The following i2 Additional Licensing Terms (the "**Additional Licensing Terms**") further govern the relationship between N. Harris Computer Corporation, a corporation existing under the laws of Ontario ("**Licensor**") and the person or entity identified on the Order Form as the licensee of the Software in connection with an i2 License Agreement (the "**License Agreement**") as the Licensee. These terms are binding on the Licensee upon agreeing to the License Agreement with the same **Effective Date.**

1.   INTERPRETATION

1.1   Definitions

All references to Software in these Additional Licensing Terms are specific to the version designation as set out in these Additional Licensing Terms and a specific version of Software may have different attributes depending on the version number, which may be updated and changed from time to time.

Capitalized terms not otherwise defined in these Additional Licensing Terms shall have the following meanings:

"**Permitted Software**" means the actual Software that Licensee can only use in connection with another aspect of the Software subject to the terms as further specified in Section 2.

"**Supporting Software**" means Software that is provided in support of, or forms a part of, another Software ("**Principal Software**") and is identified as a Supporting Software for such Principal Software in the applicable subsection in Section 2 below.

"**Third Party Content**" means third party software, web services, data services, databases, and other third-party content.

"**to support Licensee's use**" means only those uses necessary to Licensee's use of the Principal Software or another Supporting Software, and includes no other purposes.

1.2   Schedules

These Additional License Terms include the terms and conditions set out in the following Schedules attached hereto:

Schedule A – Third-Party Code

2.   ADDITIONAL LICENSE TERMS

The following standard terms apply to Licensee's use of certain Software.

2.1   Supporting Software

a)   Section 0 applies to Licensee's use of the following Principal Software in respect of the corresponding Supporting Software *(note, if Supporting Software does not mention specific software, then that software is not provided e.g. Analysis Hub does not include IBM Cognos Analytics, IBM InfoSphere Information Server, IBM Db2).*

Principal Software (Software Name)	Supporting Software (Software Name)
• i2 iBase	• i2 iBase User • i2 iBase Designer • i2 iBase GIS Interfaces

• i2 iBase Plate Analysis	• i2 iBase
• i2 Analyst's Notebook Premium	• i2 Analyst's Notebook • i2 Analyze (Component)
• i2 Analyze (Component)	• IBM Db2 Standard Edition *Note: as part of i2 Enterprise Insight Analysis & i2 Analyst's Notebook Premium only*
• i2 Enterprise Insight Analysis	• i2 Analyst's Notebook • i2 Analyze (Component) • i2 iBase *(including User, Designer, GIS Interfaces, & Database Replication only)* • i2 Analyst's Notebook Connector to Esri • IBM Cognos Analytics • IBM Db2 • IBM InfoSphere Information Server *(for DataStage & QualityStage Designer only)*
• i2 Enterprise Insight Analysis Investigate Add On	• i2 Analyze (Component) *Note: i2 Enterprise Insight Analysis base product is a pre-req requirement*
• i2 Enterprise Insight Analysis Recommendation Engine Add On	• i2 Analyst's Notebook • IBM InfoSphere Identity Insight *Note: i2 Enterprise Insight Analysis base product is a pre-req requirement*
• i2 Analyst's Notebook SDK	• i2 Analyst's Notebook *(for use with the i2 Analyst's Notebook SDK only for testing purposes)*
• i2 Online (Hybrid)	• i2 Analyst's Notebook Premium (client side only) *(Note: solution provides 'remote' access to i2 Analyze (Component) (server side only) (remote), credentials to access 'Connectors' (Connectors available separately), all access via the end user web browser*
• i2 Analyst's Notebook Express	• i2 Analyze (Component) (server side only) (remote) *(Note: solution provides 'remote' access to i2 Analyze (Component), credentials to access 'Connectors' (Connectors available separately), all access via the end user web browser. Package is not 'on prem.'*
• Analysis Studio	• i2 Analyst's Notebook • i2 Analyze (Component)
• Analysis Hub	• i2 Analyst's Notebook • i2 Analyze (Component) • i2 iBase *(including User, Designer, GIS Interfaces, & Database Replication only)* • i2 Analyst's Notebook Connector to Esri
• i2 Investigate Add On	• i2 Analyze (Component) *Note: Analysis Hub base product is a pre-req requirement*
• i2 Recommendation Engine Add On	• i2 Analyst's Notebook • IBM InfoSphere Identity Insight *Note: Analysis Hub base product is a pre-req requirement*

• i2 Analyst's Notebook (specifically part no. SOPIFLL Authorized User Subscription)	• i2 Analyst's Notebook • i2 TextChart *Note: i2 Analyst's Notebook Authorized User Subscription bundles i2 Analyst's Notebook AU subscription, i2 TextChart AU subscription & credentials to access i2-hosted connectors. Connectors are available separately. This bundle content may change in future)*

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• i2 Analyst's Notebook Premium	• Chart Store (of i2 Analyze) • External Searches (of i2 Analyze) • i2 Connect gateway (of i2 Analyze)
• i2 Analyze (Component)	• Chart Store (of i2 Analyze) • External Searches (of i2 Analyze) • i2 Connect gateway (of i2 Analyze) • Web Client (of i2 Analyze) • Connector Designer (of i2 Analyze) (available separately)
• i2 Enterprise Insight Analysis	• DataStage (of IBM InfoSphere Information Server) • DataStage and QualityStage Designer (of IBM InfoSphere Information Server) • Chart Store (of i2 Analyze) • External Searches (of i2 Analyze) • i2 Connect gateway (of i2 Analyze) • Web Client (of i2 Analyze) • Information Store (of i2 Analyze) • Connector Designer (of i2 Analyze)

	(available separately) • i2 iBase User (of i2 iBase) • i2 iBase Designer (of i2 iBase) • i2 iBase Geographic Information System Interfaces (of i2 iBase) • i2 iBase Database Replication (of i2 iBase)
• Analysis Studio	• Chart Store (of i2 Analyze) • External Searches (of i2 Analyze) • i2 Connect gateway (of i2 Analyze) • Web Client (of i2 Analyze) • Connector Designer (of i2 Analyze) (available separately)
• Analysis Hub	• Chart Store (of i2 Analyze) • External Searches (of i2 Analyze) • i2 Connect gateway (of i2 Analyze) • Web Client (of i2 Analyze) • Information Store (of i2 Analyze) • Connector Designer (component, of i2 Analyze) (available separately) • i2 iBase User (of i2 iBase) • i2 iBase Designer (of i2 iBase) • i2 iBase Geographic Information System Interfaces (of i2 iBase) • i2 iBase Database Replication (of i2 iBase)

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2.3   Permitted Software

(a)   Section 2.3(b) applies to Licensee's use of the following Software in respect of the following Permitted Software:

Software (Software Name)	Permitted Software (Software Name)
• i2 Analyze (Component)	• i2 Enterprise Insight Analysis • i2 Enterprise Insight Analysis Investigate Add On • i2 Analyst's Notebook Premium • i2 Online (Hybrid) ('remote' only) • i2 Analyst's Notebook Express ('remote' only) • Analysis Hub • Analysis Studio • i2 Investigate Add On •
• i2 Enterprise Insight Analysis Investigate Add On	• i2 Enterprise Insight Analysis *(Note: base product is required as the Software is Add On)* • i2 Analyze (Component))

• i2 Enterprise Insight Analysis Recommendation Engine Add On	• i2 Enterprise Insight Analysis *(Note: base product is required as the Software is Add On)* • i2 Analyst's Notebook • IBM InfoSphere Identity Insight
• i2 Investigate Add On	• Analysis Hub *(Note: base product required as the Software is Add On)* • i2 Analyze (Component)
• i2 Recommendation Engine Add On	• Analysis Hub *(Note: base product required as the Software is Add On)* • i2 Analyst's Notebook • IBM InfoSphere Identity Insight
• i2 Online (Hybrid)	• i2 Analyst's Notebook Premium (client side only) *(Note: solution provides 'remote' access to i2 Analyze (Component) (server side only) (remote), credentials to access 'Connectors' (available separately), all access via the end user web browser. Package is not 'on prem')*
• i2 Analyst's Notebook Express	• i2 Analyze (Component) (server side only) ('remote' only) *Note: solution provides 'remote' access to i2 Analyze (Component), credentials to access 'Connectors' (available separately), all access via the end user web browser. Package is not 'on prem')*
• i2 Analyst's Notebook (specifically part no. SOPIFLL Authorized User Subscription)	• i2 Analyst's Notebook • i2 TextChart *Note: i2 Analyst's Notebook Authorized User Subscription bundles i2 Analyst's Notebook AU subscription, i2 TextChart AU subscription & credentials to access i2-hosted connectors. Connectors are available separately. This bundle content may change in future)*
• i2 Analyst's Notebook SDK	• i2 Analyst's Notebook *(Note: for use with i2 Analyst's Notebook SDK for development and testing purposes only)*

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(a)   Section 2.4(b) applies to Licensee's use of the following Software in relation to the corresponding Prohibited Component:

Software (Software Name)	Prohibited Component (Software Name)

• i2 iBase
  o i2 iBase User
  o i2 iBase Designer
	• i2 iBase Database Replication (of i2 iBase)

o i2 iBase Geographic Information System Interfaces o i2 iBase Database Replication • i2 iBase Plate Analysis	
• i2 Analyst's Notebook Premium	• Information Store (of i2 Analyze) • Web Client (of i2 Analyze) • i2 Enterprise Insight Analysis Investigate Add On (of i2 Analyze)
• i2 Enterprise Insight Analysis	• i2 iBase Plate Analysis (of i2 iBase)
• i2 Enterprise Insight Analysis Investigate Add On • i2 Enterprise Insight Analysis Recommendation Engine Add On	• Chart Store (of i2 Analyze) • External Searches (of i2 Analyze) • Information Store (of i2 Analyze) • Web Client (of i2 Analyze) • Connector Designer (of i2 Analyze)
• Analysis Studio	• Information Store (of i2 Analyze) • i2 Investigate Add On (of i2 Analyze) • i2 Recommendation Engine Add On (of i2 Analyze)
• Analysis Hub	• i2 iBase Plate Analysis (of i2 iBase)
• i2 Investigate Add On • i2 Recommendation Engine Add On	• Chart Store (of i2 Analyze) • External Searches (of i2 Analyze) • Information Store (of i2 Analyze) • Web Client (of i2 Analyze) • Connector Designer (of i2 Analyze)

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(a)   Section 2.5 applies to Licensee's use of IBM Db2 Standard Edition in connection with the following Software bundles only:

Software Name:

- i2 Analyst's Notebook Premium
- i2 Enterprise Insight Analysis

If IBM Db2 software is to be used with Analysis Studio and/or Analysis Hub, independent purchase is required. IBM Db2 Standard Edition, nor other flavors of Db2 are included as part of the two aforementioned bundles.

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(a)   Section 0(b) applies to Licensee's use of InfoSphere DataStage; and QualityStage Designer:

Software Name:

- i2 Enterprise Insight Analysis

(b)   For the purposes of this Section 2.6(b), InfoSphere DataStage has a PVU of 280. InfoSphere DataStage and QualityStage Designer both have a maximum Concurrent User limit of 2.

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- i2 Analyst's Notebook

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(a)   Section 2.8(b) applies to Licensee's use of the following Software:

Software Name:
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- i2 Enterprise Insight Analysis Investigate Add On
- i2 Enterprise Insight Analysis Recommendation Engine Add On
- Analysis Hub
- i2 Investigate Add On
- i2 Recommendation Engine Add On
- i2 Online (Hybrid)
- i2 Analyst's Notebook Express
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Software Name (Software Number):

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i2 Analyst's Notebook API Release Notes
i2 Analyst's Notebook SDK Developers Guide: Concepts
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SCHEDULE A

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CDIBSectionLite and XPExplorerBar 3.3

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