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(b) **Restrictions.** You will use the Software only for Your internal business purposes and only for Your direct benefit, and You will not attempt to use the Software, or any portion thereof, in excess of its licensed capacity. You will neither permit nor permit any third party to (i) reverse engineer, decompile, disassemble, decrypt, re-engineer, reverse assemble, reverse compile or otherwise translate or create, attempt to create the source code of the Software or perform any process intended to determine the source code for the Software, or (ii) modify, enhance or create derivative works based upon the Software or otherwise change the Software.

(c) **Use by Affiliates.** Affiliates may use the Software (each such Affiliate an "Authorized Affiliate"), and the following applies to such use by an Authorized Affiliate:

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- (ii) You shall allow such access and use only to the extent that You have purchased sufficient licenses and only in accordance with the terms, conditions and limitations of the License Agreement and the applicable Sales Order, including any transaction or term limitations.
- (iii) The License Agreement applies accordingly to such access and use, and You shall oblige Your Authorized Affiliates accordingly prior to allowing such access and use by Your Authorized Affiliates. You are responsible for fault on the part of one of Your Authorized Affiliates to the same extent as for fault on Your own part.
- (iv) For the avoidance of doubt, You shall remain Tungsten's only point of contact and direct recipient of Software Maintenance and Support and any other services provided under this License Agreement; (Authorized) Affiliates are not a party to this License Agreement and may not assert any claims against Tungsten, whether directly or through You.
- (v) Upon suspension or termination of You's rights to use the Software, for whatever reason, all rights to allow such access and to use and to access Software as described above suspend or terminate automatically and with immediate effect and You shall immediately discontinue to allow such access and use of the Software. Same applies regarding a particular entity in the event that this particular entity is no longer an Affiliate, an Authorized Affiliate or in the event that the contractual arrangement between You and a particular Authorized Affiliate regarding such access and use terminates.
- (vi) An "**Affiliate**" means any entity, which controls, is controlled by or is under the common control with the You. The terms "control", "controlling" and "controlled" refer to the legal, beneficial or equitable ownership, direct or indirect, of more than fifty (50) percent of the aggregate of the voting equity interest interests in such entity.

- (vii) For the purpose of a potential audit (see section 11 of the License Agreement), You shall maintain information necessary for the determination of Your compliance with this Section 1(c) and You will retain such records for a period of one (1) year following the termination or expiration of the License Agreement.

(d) U.S. Government Entities. If You are a U.S. Government entity, then Your use, duplication or disclosure of the Software is subject to the following restricted rights clause: The Software is a “Commercial Item,” as that term is defined in 48 C.F.R. §2.101, consisting of “commercial computer Licensed Software” and “computer software documentation,” as such terms are used in 48 C.F.R. §252.227-7014(a)(1) and 48 C.F.R. §252.227-7014(a)(5), respectively, and used in 48 C.F.R. §12.212 and 48 C.F.R. §227.7202, as applicable, and all as amended from time to time. Consistent with 48 C.F.R. §12.212 and 48 C.F.R. §227.7202-1 through 227.7202-4, and other relevant sections of the Code of Federal Regulations, as applicable, and all as amended from time to time, all U.S. Government entities license the Software (i) only as Commercial Items, and (ii) with only the rights explicitly set forth in this License Agreement and the Sales Order.

(e) Third Party Software. Any portion of the Software that constitutes third party software, including software provided under a public license, is licensed to You subject to the terms and conditions of the software license agreements accompanying such third party software, or as set forth in the `thirdpartylicenses.txt` file accompanying the Software. Notwithstanding the above, Tungsten warrants and shall strictly ensure that no third party software and associated third-party license terms are used that, as implemented by Tungsten, impose any obligation on You to disclose, license or otherwise make available any part of the Software on an open-source basis nor any of Your associated data or materials on an open-source basis. Tungsten further confirms that the rights granted by Tungsten to You hereunder are consistent with any associated third-party license terms.

2. Copy of Software. You may make one copy of the Software in machine-readable form for the purpose of backup in the event the installers or executables are damaged or destroyed; provided, that any backup copy of the Software must include all copyright, trademark, and other proprietary notices contained on the original.

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4. Intellectual Property. You shall retain all right, title, and interest, including all copyrights, patents and intellectual property rights, in and to Your data. You acknowledge and agree that (i) the Software is licensed and not sold, (ii) by accepting the licenses set forth in this License Agreement, You acquire only the right to use the Software in accordance with the terms of this License Agreement, and (iii) the Software, including the source and object codes, logic and structure, constitute valuable trade secrets of Tungsten. Nothing in this License Agreement or otherwise shall act or be construed as an assignment or transfer of any intellectual property rights by Tungsten. Tungsten shall own and retain all right, title, and interest, including all copyrights, patents and intellectual property rights, in and to (i) the Software and any supplemental materials thereto, (ii) all modifications, enhancements, copies, derivative works, models, improvements, inventions and other developments to the Software based on, arising from or related Your use thereof, (iii) all documentation, written materials, software, configurations, techniques, tools and processes used or developed by or for Tungsten in connection with the Software or the provision of Software Maintenance and Support or Professional Services. You agree to secure and protect the Software with the same degree of care which You employ to protect Your own intellectual property of a similar nature, but in no event less than a reasonable standard of care.

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(a) Warranties. Subject to the limitations stated herein, Tungsten warrants to You, the original end user the Software, as delivered (a) will materially conform to Tungsten’s then-current documentation for such Software, and (b) does not contain any computer worms or viruses at the time of delivery. To be eligible for a remedy under this warranty You must report all warranted problems to Tungsten in writing within the warranty period. Your exclusive remedy, and Tungsten’s entire liability, under this warranty will be, at Tungsten’s option, to provide a correction or a workaround for any reproducible errors or other noncompliance, the replacement of the non-conforming Software, hardware key, media and/or documentation, or a (pro-rated) refund of the license fees You paid for the affected

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(b) Limitations on Warranties. You must report all warranted problems to Tungsten in writing within the warranty period. The Software warranty is excluded if You have modified or altered the Software, installed, operated, repaired or maintained the Software other than in accordance with the then-current documentation for such Software, subjected the Software to misuse, negligence, or accident, or if the error reported by You cannot reasonably be reproduced. The warranties for the Software do not extend to, and Tungsten's will not have any obligation to remedy, any interference with or failure or degradation of the performance of the Software arising from or caused by (a) Your failure to meet and comply with Tungsten's specifications and requirements for implementation and/or execution of the Software, (b) Your violation of any agreed restrictions upon the use of the Software, (c) Your installation, of any other software, hardware, product or apparatus in Your application environment not provided and/or authorized by Tungsten following the installation of the Software, or (d) any software implementation, support or other services not provided by Tungsten.

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(d) Exclusive Remedy. The foregoing states Tungsten's entire liability and Your exclusive remedy concerning infringement of intellectual property rights, including but not limited to, patent, copyright and trade secret rights.

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9. Term and Termination.

(a) Term. The term of this License Agreement and Your licenses of the Software will commence as of the first to occur of the date of Your acceptance of this License Agreement or the date the Software is made available to You, and will continue until the termination of the licenses or the expiration of the term of the licenses of the Software, unless earlier terminated as specified in a Sales Order or as provided below. Any other terms of this License Agreement or a Sales Order to the contrary notwithstanding, if You license the Software on a term basis, you are required to pay all license fees for the entirety of such term and You will not be excused from such payment notwithstanding Your surrender or other or termination of such licenses during such term.

(b) Termination. Tungsten may terminate this License Agreement effective thirty (30) days after written notice to You in the event that You breach any material provision of this License Agreement, including breach of a payment obligation, and You do not cure such failure to pay or breach within such thirty (30) day period.

(c) Early Termination Charges. If Tungsten terminates any licenses pursuant to Your failure to pay any fees or other breach of this License Agreement, then You will pay Tungsten early termination charges in an amount equal to any unpaid fees for the remaining term of such licenses, plus the balance of any unpaid non-recurring charges associated with such licenses. You agree that the actual damages in the event of such termination would be difficult or impossible to ascertain, and that such termination charges are intended, therefore, to establish liquidated damages for such early termination and are not intended as a penalty. To avoid doubt, nothing in this section prejudices other rights or remedies Tungsten may have.

(d) Rights and Obligations upon Termination or Expiration. Upon termination of this License Agreement, all rights granted to You hereunder will immediately cease and You will (i) immediately discontinue all use of the Software, (ii) destroy all copies of the Software and user documentation, and (iii) provide Tungsten reasonable evidence of Your discontinuance of use and destruction of the Software and user documentation. Termination of this License Agreement for any reason will not excuse Your obligation to pay in full any and all amounts due for the Software, nor will termination result in a refund of any fees paid by You for the Software.

(e) Continuing Obligations. The terms and conditions in this License Agreement that by their nature and context are intended to survive any termination of this License Agreement, including, without limitation, Sections 4 (Intellectual Property), 6 (Intellectual Property Indemnification), 7 (Limitation of Liability), 8 (Trademarks), 9 (Term and Termination), 10 (Confidentiality and Nondisclosure), 11 (Audit), and 12 (Miscellaneous), will survive such termination of this License Agreement for any reason and will be fully enforceable thereafter.

10. Confidentiality and Nondisclosure.

(a) Confidentiality and Nondisclosure. Tungsten will maintain the confidentiality of, and agrees to use the same care to prevent disclosure of, Your confidential information as it employs to avoid disclosure, publication or dissemination of its own information of a similar nature, but in no event less than a reasonable standard of care. Tungsten, however, may disclose confidential information to its employees, directors, officers, affiliates, agents, subcontractors, attorneys, accountants or professional advisors, who have a need to have access to the confidential information in providing the Subscription Services.

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You will provide Tungsten with such records within thirty (30) days from such request. You agree to cooperate with Tungsten's audit and provide reasonable assistance and access to Your systems and information. If Tungsten discovers that You have exceeded any limitations upon Your rights to use the Software, including, without limitation, volume limitations, limitation to a specific type of function or transaction, or other use limitations, Tungsten will provide You written notice of such excess or unauthorized usage, and You will pay Tungsten within thirty (30) days of such notice an amount equal to the sum of (a) the license fees and associated maintenance and support fees for the additional licenses necessary to license such excess or unlicensed use of the Software at Tungsten's list pricing, (b) a fee, as reasonable determined by Tungsten, compensating Tungsten for Your excess or unauthorized use of the Software, (c) interest on such fees from the date such additional fees should have been paid at the rate of twelve percent (12%) per annum, or the maximum interest rate permitted by law, whichever is lower, and (d) if Your excess or unlicensed use of the Software exceeds 105% of the licensed use of the Software, all costs and expenses incurred by Tungsten in conducting any such audit. If You fails to pay such amounts within thirty (30) days of notification of such amounts, each as described above, Tungsten may immediately terminate this License Agreement, Your licenses of the Software, and any software maintenance and support of the Software. You will be responsible for all of Your costs incurred in cooperating with any such audit.

12. Miscellaneous.

(a) Notices. All notices, demands or other communications under this License Agreement must be in writing and reference this License Agreement, and will be deemed effectively delivered to the party when delivered at the address for such party as last provided to the other, subject to modification by giving notice as provided herein. Notices may be delivered: (a) by email using a method that positively establishes receipt of the email by the recipient; (b) by personal, same or next day delivery; or (c) by commercial overnight courier with written verification of delivery. All notices so given will be deemed given upon the earlier of receipt or three (3) days after dispatch.

(b) Governing Law. This License Agreement will be construed and governed in accordance with the internal laws of the State of Delaware, without regard to any rules of conflicts or choice of law provisions that would require the application of the laws of any other jurisdiction. The foregoing notwithstanding, however, if You acquired the Software in the United Kingdom or in a country which is a member of the European Union, the laws of that country will govern the interpretation of this License Agreement and any claims arising hereunder, regardless of choice of laws principles of any other jurisdiction. In each case, this License Agreement will be construed and enforced without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act.

(c) Severability. If any one or more of the provisions of this License Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of any of the remaining provisions or portions thereof will not be affected or impaired thereby and will nevertheless be binding between the parties. In the event any provision of this License Agreement is found to be invalid, illegal, or unenforceable, the parties will modify that provision in a manner that gives effect to the intent of the parties in entering into the License Agreement.

(d) Non-Transferability/Assignment Restrictions. Without Tungsten's prior written consent, You are restricted from assigning, sublicensing or otherwise transferring the license granted hereunder for the Software to any other person or entity, including pursuant to Your merger or consolidation with another entity, or further by any assignment or transfer by operation of law. Any such assignment, sublicense or transfer absent Tungsten's prior written consent will be void and of no force or effect and will cause the immediate termination of this License Agreement.

(e) Waiver or Delay. No failure to exercise or delay by a party in exercising any right, power, or remedy under this License Agreement operates as a waiver of such right, power, or remedy. A single or partial exercise of any right, power, or remedy does not preclude any other or further exercise of that or any other right, power, or remedy. A waiver is not valid or binding on the party granting the waiver unless made in writing.

(f) Export Laws. The Software is subject to United States export control jurisdiction, and may not be shipped, transferred, re-exported to any country or recipient, or used for any purpose prohibited by any applicable international and national laws that apply to the Software, including the U.S. Export Administration Regulations as well as end-user, end-use, and destination restrictions issued by the United States and other governments. You will not export or re-export the Software without first obtaining the appropriate U.S. or foreign government export licenses.

(g) Entire Agreement. This License Agreement (including the Tungsten Licensing Policies) constitutes the entire understanding and agreement between the parties with respect to the subject matter of this License Agreement and supersedes all previous agreements and communications between the parties concerning such subject matter. No modifications may be made to this License Agreement except in writing, signed by both parties, and any terms in Your purchase order or other purchasing documents provided by You which conflict with or are in addition to the terms of this License Agreement will not operate to modify or amend the terms of this License Agreement, any Sales Order, or other terms or pricing conditions provided in a quotation provided by Tungsten for the Software..

(h) Benefit of Agreement. This License Agreement will bind and inure to the benefit of the parties and their respective permitted successors and assigns.

(i) Cumulative Remedies. Except as otherwise provided in this License Agreement, all remedies of the parties hereunder are

non-exclusive and are in addition to all other available legal and equitable remedies.

(j) Force Majeure. Neither party will be liable or deemed to be in default for any delay or failure in performance under this License Agreement (except for payment obligations) resulting, directly or indirectly, from acts of God, civil or military authority, acts of the public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, the elements, strikes, labor disputes or any causes beyond its reasonable control; provided that the party failing to perform in any such event will promptly resume or remedy, as the case may be, the performance of its obligations hereunder as soon as practicable.

(k) Construction of Agreement. Each party acknowledges that it has had the opportunity to review this License Agreement with legal counsel of its choice and agrees that in the event that this License Agreement or any other documents delivered in connection with the transactions contemplated by this License Agreement contain any ambiguity, such ambiguity will not be construed or interpreted against the drafting party. The titles and headings herein are for reference purposes only and will not in any manner limit the construction of this License Agreement, which will be considered as a whole.

(l) Choice of Language. The original of this License Agreement has been written in English, which will be the controlling language in all respects. Any translations into any other language are for reference only and will have no legal or other effect.

(m) Personal Data; Consent to Process and Transfer. Tungsten acknowledges it has sensitive, customer provided data and that it complies with applicable laws related to the protection of such data. You agree to comply with all applicable laws and regulations which may govern Your use of the Software, including, but not limited to, laws pertaining to the collection, use and disclosure of personal data and to the transfer of personal data over state or other jurisdictional lines. You agree that Tungsten, its affiliates, and agents may collect and use information You provide in relation to any support services performed with respect to the Software and requested by You. Tungsten agrees not to use this information in a form that personally identifies You, except to the extent necessary to provide such services. You agree that Tungsten may transfer Your information to the United States or other countries for use in accordance with this Section.

(n) Your created Processes or Content. You are responsible for independently verifying the accuracy, completeness, validity, reliability, suitability and appropriateness of any processes or content created, generated or otherwise produced by You, and Tungsten will not be liable to You or to any third party for any liabilities, damages, losses, penalties, costs or expenses suffered by You or any third party arising therefrom.

(o) Customer Compliance Questionnaires. You may, no more than once in any twelve (12) month period submit to Tungsten a security or compliance questionnaire concerning Tungsten's applicable systems, policies, and procedures solely for the purpose of verifying Tungsten's compliance with requirements pertaining to information security, data protection, or other applicable laws and regulations. Tungsten's responses to any such questionnaire shall be Tungsten's confidential information and subject to Your confidentiality and non-disclosure obligations. Tungsten shall cooperate with such requests to the extent reasonably necessary; however, You agree that Tungsten's cumulative time and effort in connection with any such requests shall not exceed forty (40) hours per calendar year.

(p) EU Data Act. If and to the extent (i) the purchased Software and/or Software Maintenance and Support services qualify as 'data processing service' under EU Regulation 2023/2854 ("EU Data Act"), (ii) You qualify as a 'customer' within the meaning of the EU Data Act, (iii) You purchased the Software and/or the Software Maintenance and Support services under a Sales Order executed on or after 01 September 2025, and (iv) no statutory exception applies, e.g., non-production versions for testing and evaluation purposes, Tungsten's EU Data Act Addendum applies.