



**PRODUCT TERMS: APTUM CLOUD MANAGEMENT PORTAL (“APTUM CMP”)
END-USER LICENSE AGREEMENT**

1. This End-User License Agreement (the “License”) forms part of the Agreement. Unless otherwise expressly defined in this License, capitalized terms used herein shall have the meaning ascribed to them elsewhere in the Agreement.

2. Subject to the terms and conditions of this License, Aptum hereby grants Customer a non-exclusive, non-transferable, revocable, free-of-charge license to use the Aptum CMP for its own internal use in accordance with the Aptum CMP User Guide available at www.aptum.com/legal.

3. Customer will not, and will not permit or assist any third party to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Aptum CMP, any documentation or data related to the Aptum CMP, or any portion thereof (all of the foregoing are collectively, the “Software”) (provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable law); (ii) modify, translate, or create derivative works based on the Software (or any portion thereof), or copy (except for archival purposes), publicly display, sell, sublicense, loan, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Software; (iii) remove, obscure or alter any proprietary notices (including but not limited to trademark and copyright notices) on any of the Software (or any portion thereof); (iv) use the Software for any benchmarking purposes, or for application service provider, timesharing or service bureau purposes, or any purpose other than Customer’s own internal use as contemplated by this License; (v) use the Software other than in accordance with this License and in compliance with all applicable laws and regulations (including but not limited to any applicable privacy, data protection and intellectual property laws) and all applicable documentation; (vi) take any action that imposes, or may impose at Aptum’s discretion an unreasonable or disproportionately large load on Aptum’s infrastructure (including its infrastructure operated through third parties such as AWS), or otherwise interfere with the proper working of the Software; (vii) upload invalid data, viruses, worms, or other software agents through the Software; or (viii) disable or bypass the measures that Aptum may use to prevent or restrict access to the Software, or if applicable, use the Software in excess of service capacity limits or usage restrictions set forth in the License. Customer acknowledges that the Software may include features to prevent use after the applicable term and/or use inconsistent herewith.

4. Customer hereby agrees to indemnify and hold harmless Aptum against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys’ fees) in connection with any claim or action that arises from an alleged violation of Section 2 or otherwise from Customer’s use of Software. Although Aptum has no obligation to monitor the content provided by Customer or Customer’s use of the Software, Aptum may do so and may remove any such content or prohibit any use of the Software it believes may be (or alleged to be) in violation of the foregoing.

5. Except as expressly set forth herein, Aptum alone (and its licensors, where applicable) will retain all intellectual property rights relating to the Aptum CMP, and all enhancements, derivatives and modifications thereof, and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any third party relating to the Software are hereby assigned to Aptum. Customer will not copy, distribute, reproduce or use any of the foregoing except as expressly permitted under this License. This License is not a sale and does not convey to Customer any rights of ownership in or related to



the Software, or any intellectual property rights. Aptum reserves all rights not expressly granted to Customer under this License.

6. Aptum represents and warrants that it will not knowingly include, in the Software provided to Customer hereunder, any computer code or other computer instructions, devices or techniques, including without limitation those known as disabling devices, trojans, or time bombs, intended to disrupt, disable, harm, infect, defraud, damage, or otherwise impede in any manner, the operation of a network, computer program or computer system or any component thereof, including its security or user data. If, at any time, Aptum fails to comply with the warranty in this Section, Customer may promptly notify Aptum in writing of any such noncompliance. Aptum will, within thirty (30) days of receipt of such written notification, either correct the noncompliance or provide Customer with a plan for correcting the noncompliance. If the noncompliance is not corrected or if a reasonably acceptable plan for correcting them is not established during such period, Customer may terminate this License as its sole and exclusive remedy for such noncompliance. Notwithstanding the foregoing, or anything to the contrary, Customer acknowledges that the Software may include features to prevent use after the applicable term and/or use inconsistent herewith.

7. Aptum reserves the right to replace the Software or any part thereof with a revised program which will provide the same functionality if Aptum determines that there may be an inherent defect in the Software, which substituted program shall then be subject to the terms of this License. EXCEPT AS PROVIDED IN SECTIONS 6 AND 7, THE SOFTWARE IS PROVIDED WITHOUT ANY WARRANTY OF ANY KIND EITHER EXPRESSED OR IMPLIED. IN PARTICULAR, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE FOLLOWING WARRANTIES ARE EXPRESSLY DISCLAIMED: (a) ANY WARRANTY THAT THE SOFTWARE WILL MEET CUSTOMER REQUIREMENTS. (b) ANY WARRANTY THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. (c) ANY IMPLIED WARRANTIES, REPRESENTATIONS, TERMS OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. Aptum does not provide any Service Level Agreement for the use of the Software.