



ConnectALL Software License Agreement

ConnectALL[®] is a proprietary software application of ConnectALL, LLC, a Georgia corporation (“**ConnectALL**”). Its installation and use are subject to the terms and conditions of this Software License Agreement (this “**Agreement**”). By clicking on the “I Agree,” “Agree,” or similar button associated with ConnectALL, or by using or accessing ConnectALL irrespective of any click-through, you indicate your agreement to be bound by the terms and conditions of this Agreement. If you do not agree with these terms and conditions, you should not install, use, access or permit the use of ConnectALL.

IF THE PERSON ACCEPTING THIS AGREEMENT IS DOING SO ON BEHALF OF A CORPORATION OR OTHER BUSINESS ENTITY, AN EDUCATIONAL INSTITUTION, OR AN AGENCY, INSTRUMENTALITY OR DEPARTMENT OF THE UNITED STATES OR ANY FOREIGN GOVERNMENT (EACH AN “ENTITY”), THE ACCEPTING PERSON REPRESENTS AND WARRANTS TO CONNECTALL THAT HE OR SHE IS AN AUTHORIZED REPRESENTATIVE OF SUCH ENTITY AND HAS FULL LEGAL POWER AND AUTHORITY TO BIND SUCH ENTITY TO THE TERMS OF THIS AGREEMENT.

1. DEFINED TERMS. As used in this Agreement, the following capitalized terms not elsewhere defined have the following meanings:

“**Affiliate**” means any corporation, limited liability company or other business entity under common control with Licensee or that controls or is controlled by Licensee. For purposes of this definition, the term “control” means the power to direct the management or affairs of another, whether through the ownership of stock, by contract or otherwise.

“**ALM Product**” means a computer program used for the development and life-cycle management of software. By way of illustration and not limitation, ALM Products include such products as IBM DOORS, MicroFocus ALM, Salesforce, ServiceNow, and Atlassian JIRA.

“**ALM Instance**” means an instance of an ALM Product.

“**Authorized Device**” means a computer, server or virtual (or otherwise emulated) hardware system owned or controlled by Licensee or by a third-party client of Licensee in the ordinary course of business.

“**Authorized User**” means an employee of or other person under contract to provide services to Licensee.

“**Embedded Third-party Software**” means MuleSoft ESB and any other third-party computer program or source code incorporated in the Software under license to ConnectALL.

“**License**” means Licensee’s right to install and use the Software pursuant to this Agreement.

“**Licensee**” or “**you**” means the natural person accepting this Agreement, individually, and the Entity, if any, on whose behalf such person is acting.

“**Software**” or “**ConnectALL**” means the version of ConnectALL in general release on the Effective



Date and any Updates subsequently made available to end-users by ConnectALL.

“**Third-party Licensor**” means a licensor of Embedded Third-party Software.

“**Order**” means any purchase order or other written or electronic record documenting your purchase of a License from ConnectALL or an authorized reseller of ConnectALL and any related acknowledgement or confirmation.

“**Update**” means any upgrade or modified or updated version of ConnectALL made generally available by ConnectALL to its customers after Effective Date.

“**You**” means the person or entity licensing the Software from ConnectALL pursuant to this Agreement.

2. LICENSE

(a) **Grant.** Upon the terms and subject to the conditions of this Agreement, ConnectALL grants to you a non-exclusive, non-transferable license to use the Software during the Term.

(b) **Scope of Use.** A license key to the Software entitles you to (i) load the Software into the temporary or permanent memory of one Authorized Device and (ii) activate and use a single instance of the Software on such device in order to connect the ALM Instances identified in the applicable Order (the “**Designated ALM Instances**”). As used in this Agreement, the term “connect” means the bi-directional utilization of the Software to synchronize data shared across disparate ALM Products such that all users see the same data regardless of the product they use. If Licensee wishes to use the Software to connect applications or instances other than or in addition to the Designated ALM Instances, to use multiple instances of the Software, or to install the Software on more than one Authorized Device, Licensee must purchase additional license keys from ConnectALL.

(c) **Evaluation Licenses.** If you obtained a free trial or evaluation version of the Software from ConnectALL or an authorized reseller of ConnectALL, the Software will come with a trial activation key that activates the Software for fourteen (14) days or other limited period of time (the “**Trial Period**”). In such case, you may use the Software during and only during the Trial Period for internal noncommercial purposes and in a non-production environment solely to evaluate the suitability of the Software for your needs. You have no right or license to use the Software after the Trial Period unless you purchase a license key.

3. **TERM.** The term of your License (the “**Term**”) is one year commencing on the date ConnectALL generates a license key for the Software pursuant to this Agreement (the “**Effective Date**”). If Licensee wishes to continue to use the Software after the Term expires, Licensee must re-license the Software for an additional one-year term at ConnectALL’s then current pricing and subject to the terms and conditions of its then current software license agreement for the Software. Licensee acknowledges that its copy of the Software contains license protection mechanisms that will render the Software inoperative automatically when the Term expires.

4. **FEES.** In consideration of the License, Licensee shall pay to ConnectALL a license fee equal to (i) the base annual subscription fee for the Software plus (ii) the aggregate connection fee for the



Designated ALM Instances, all as more particularly set forth in the Order. Except as otherwise provided in clause (iii) of Subsection 13(b), all license fees paid to ConnectALL pursuant to this Agreement shall be non-refundable.

5. **UPDATES.** ConnectALL will make available to Licensee via electronic download any Updates released during the Term.
6. **SUPPORT.** During the Term, ConnectALL will use its best efforts to provide online technical support for the Software through the Service Desk ticketing system located at www.connectall.com.
7. **THIRD PARTY TERMS**
 - (a) Any provision of this Agreement to the contrary notwithstanding, your use of Embedded Third-party Software is governed by the terms and conditions of such use established by the Third-party Licensor. By using or activating ConnectALL, you indicate your agreement to be bound by such third-party terms and conditions. If you do not agree with the terms and conditions applicable to your use of Embedded Third-party Software, you should not install, activate or use ConnectALL.
 - (b) Embedded Third-party Software includes MuleSoft ESB Community Edition (“**MuleSoft ESB**”). Without limiting the generality of subparagraph (a) of this paragraph, the use of MuleSoft ESB is subject to Common Public Attribution License Version 1.0 (the "**MuleSoft CPAL License**"), the terms and conditions of which are incorporated by reference. A copy of the MuleSoft CPAL License may be obtained at <http://www.MuleSoft.com/CPAL/>. The MuleSoft CPAL License is based on the Mozilla Public License Version 1.1; however, Sections 14 and 15 have been added to cover use of software over a computer network and provide for limited attribution for the Original Developer, as defined in such license. In addition, Exhibit A has been modified to be consistent with Exhibit B.
8. **RESTRICTIONS.** Licensee shall not (i) adapt, alter, create derivative works based on, modify, or translate the Software, in whole or in part; (ii) sell, assign, lease, market, rent, sublicense, or otherwise grant rights to the Software, in whole or in part, to any third party in any form; (iii) make or distribute copies of the Software, or make Software available for usage or inspection, except as otherwise expressly permitted hereby; (iv) obscure, remove or alter any of the trademarks, trade names, logos, patent or copyright notices or markings incorporate in the Software or its labeling or packaging; (v) add any other notices or markings to the Software or its labeling or packaging; or (vi) reverse engineer, decompile or disassemble any component of the Software or otherwise obtain or attempt to obtain or derive the source code of the Software. The License granted hereby does not include the right to sublicense the Software to others.
9. **DISCLAIMER.** THE SOFTWARE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF PERFORMANCE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY DISCLAIMED. THE SOFTWARE IS PROVIDED WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH LICENSEE. THERE IS NO WARRANTY AGAINST INTERFERENCE WITH LICENSEE’S USE OR ENJOYMENT OF THE SOFTWARE OR AGAINST INFRINGEMENT.

10. CONFIDENTIALITY

- (a) As used in this Agreement, the term “Confidential Information” means, with respect to information disclosed by one party (hereafter, the “Disclosing Party”) to the other party (hereafter, the “Receiving Party”), any and all information of every kind and description relating to or concerning the Disclosing Party or its affiliates marked “confidential” or “proprietary” or that a reasonable businessperson would understand to be of a confidential or proprietary nature under circumstances of disclosure or to give the Disclosing Party a competitive business advantage by reason of such information not being generally known, including but not limited to technical information; market, product and service offerings; data, code, know how, and trade secrets; and financial information, marketing plans, business opportunities, and actual or prospective and other third-party business relationships. Notwithstanding the foregoing, information relating to or concerning a Disclosing Party shall not be deemed Confidential Information for purposes of this Agreement if (i) such information becomes publicly known after disclosure to the Receiving Party through no act or neglect of the Receiving Party in violation of this Agreement, (ii) such information that was already known or subsequently becomes available to the Receiving Party or its Representatives as a result of disclosure by a third party not under duty of confidentiality to the Disclosing Party, or (iii) such information was independently developed by the Receiving Party or its Representatives without reliance on or use of Confidential Information of the Disclosing Party.
- (b) The Receiving Party shall hold in strict confidence and shall not disclose or communicate to any other person Confidential Information of the Disclosing Party furnished or made available to the Receiving Party, whether before or after the Effective Date. The Receiving Party shall use Confidential Information of the Disclosing Party solely for the purpose of evaluating a possible Transaction and for no other purpose. The Receiving Party shall protect Confidential Information of the Disclosing Party from unauthorized disclosure contrary to this paragraph using the same degree of care the Receiving Party uses to protect its own confidential and proprietary information but no less than a reasonable degree of care.
- (c) Notwithstanding the foregoing:
- (i) The Receiving Party may disclose Confidential Information of the Disclosing Party to such of the Receiving Party’s directors, officers and responsible employees and to such of its outside financial, legal and tax advisors and consultants (each a “Representative”) as have reasonable need for such information in connection with this Agreement, provided that each Representative to whom Confidential Information of the Disclosing Party is disclosed (i) has been informed of the confidentiality of the such information and (ii) is obligated by reason of a written agreement, conditions of employment, professional ethics or operation of law to maintain and hold in confidence Confidential Information of the Disclosing Party to the same extent required of the Receiving Party under this Agreement. The Receiving Party shall be responsible for, and shall indemnify the Disclosing Party against losses sustained by the Disclosing Party as a result of, any unauthorized disclosure of Confidential Information by its Representatives or any of them contrary to the terms of this Agreement.
- (ii) ConnectALL may collect and track technical and related information about Licensee and its use of the Software (including but not limited to Licensee’s internet protocol address, hardware identifying information, operating system, application software, peripheral hardware, and



Software usage statistics) in order to assist ConnectALL with maintaining and improving the Software, issuing Updates and related support, marketing, and research and development

- (d) At the written request of the Disclosing Party, the Receiving Party will promptly return to the Disclosing Party or delete or destroy, as the Disclosing Party may direct and as the context may require, all printed materials and digital files containing Confidential Information of the Disclosing Party then in the possession or control of the Receiving Party or any of its Representatives, including but not limited to information stored on hard drives, in computer memory, on remote servers, and any other data storage apparatus or depository. With respect to digital files and other information stored electronically, it is understood that deletion of such files from e-mail inboxes and working hard drives and servers shall suffice for destruction in accordance with this paragraph, there being no need to erase system back-up files.
- (e) The Receiving Party acknowledges that Confidential Information of the Disclosing Party is unique and valuable to the Disclosing Party and that monetary damages may not be a sufficient remedy for unauthorized disclosure of such information contrary to this agreement. Accordingly, in addition to and without limiting any other remedy available at law or in equity, the Disclosing Party shall be entitled to seek specific performance and injunctive and equitable relief as a remedy for any breach or threatened breach of this section by the Receiving Party or any of its Representatives.
- (f) In the event the Receiving Party or any of its Representatives is required by law, regulation or court order to disclose Confidential Information of the Disclosing Party, the Receiving Party will, to the extent permitted by law and reasonably practicable, promptly notify the Disclosing Party in writing prior to such disclosure in order to give the Disclosing Party an opportunity to petition the court or other authority for a protective order or similar remedy. The Receiving Party agrees to reasonably cooperate with the Disclosing Party, at the Disclosing Party's cost, in connection with any such petition.
- (g) The Disclosing Party's failure to exercise or delay in exercising any right, power or privilege of the Disclosing Party under this agreement shall not operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege of the Disclosing Party under this agreement preclude any other or further exercise thereof by the Disclosing Party or the Disclosing Party's exercise of any other right, power or privilege. No provision or breach of this agreement shall be deemed waived by the Disclosing Party unless the Disclosing Party acknowledges and consents to such waiver in writing.
- (h) The provisions of this paragraph and the parties' respective obligations hereunder shall survive the expiration of the Term indefinitely.

11. INTELLECTUAL PROPERTY. Licensee acknowledges that the Software and all Intellectual Property Rights associated therewith are and shall remain the exclusive property of ConnectALL and its third-party licensors. All rights in and to the Software not granted to Licensee under this Agreement are hereby reserved.

12. INFRINGEMENT

- (a) ConnectALL will defend or settle, at its expense, any action brought against Licensee based

upon the claim that the Software, if used within the scope of the License granted under this Agreement, directly infringe a registered United States, European Union or Commonwealth patent or copyright; provided, however, that: (i) Licensee shall notify ConnectALL promptly in writing of any such claim; (ii) Licensee shall not enter into any settlement or compromise any claim without ConnectALL's prior written consent; (iii) ConnectALL shall have sole control of any such action and settlement negotiations; and (iv) Licensee shall provide ConnectALL with information and assistance, at ConnectALL's request and expense, necessary to settle or defend such claim. ConnectALL agrees to pay all damages and costs finally awarded against Licensee attributable to such claim. The foregoing states the sole liability of ConnectALL and the exclusive remedy of Licensee for any infringement of intellectual property rights by the Software or any other items provided by ConnectALL hereunder.

- (b) If the Software becomes, or in the opinion of ConnectALL may become, the subject of a claim of infringement of any third party right, ConnectALL may, at its option and in its discretion: (i) procure for Licensee the right to use the Software free of any liability; (ii) replace or modify the Software to make it non-infringing; or (iii) refund the License Fee.
- (c) Licensee will defend or settle, at its expense, any action brought against ConnectALL based upon the claim by any third party that any modifications to the Software by Licensee or combination or use by Licensee of the Software with other products infringes or violates any third party right; provided, however, that: (i) ConnectALL shall notify Licensee promptly in writing of any such claim; (ii) ConnectALL shall not enter into any settlement or compromise any such claim without Licensee's prior written consent; (iii) Licensee shall have sole control of any such action and settlement negotiations; and (iv) ConnectALL shall provide Licensee with information and assistance, at Licensee's request and expense, necessary to settle or defend such claim. Licensee agrees to pay all damages and costs finally awarded against ConnectALL attributable to such claim. ConnectALL's remedies under this subsection are in addition to and not in lieu of other available remedies for unauthorized modification of the Software or any other breach by Licensee of Section 10 of this Agreement.
- (d) Notwithstanding subparagraph (a) of this paragraph, ConnectALL assumes no liability hereunder for, and shall have no obligation to defend Licensee or to pay costs, damages or attorney's fees in connection with, any claim based upon Licensee's use of the Software in combination with third-party software not approved by ConnectALL.

13. PUBLICITY

- (a) ConnectALL may identify Licensee as a customer in Software promotional material unless and until Licensee elects to opt out of such identification pursuant to subparagraph (b) of this paragraph.
- (b) Licensee at any time may direct ConnectALL to exclude Licensee from Software promotional material by submitting a written request for exclusion via email to sales@ConnectALL.com. ConnectALL will remove any reference to Licensee from promotional material within thirty (30) days following its receipt of any such request.

14. TAXES AND DUTIES. The fees hereunder do not include, and Licensee shall be solely responsible for, sales and use taxes and any other taxes and duties if applicable in respect of the License. If



ConnectALL is or becomes obligated to collect any tax or duty for which Licensee are responsible, Licensee shall pay to ConnectALL the amount of such tax or duty in addition to the underlying fee.

15. RESELLER TERMS. If you purchase a license key through an authorized reseller and not from ConnectALL directly, you may be subject to additional terms and conditions imposed by the reseller in connection with your purchase, but the terms of this Agreement shall govern your use of the Software regardless of any contrary reseller terms.

16. TERMINATION. ConnectALL may cancel this Agreement and terminate the License upon written or electronic notice to Licensee if Licensee breaches a material provision of this Agreement. A notice of termination under this paragraph shall specify the nature of the breach and the effective termination date. Upon termination of the License pursuant to this paragraph, Licensee will delete the Software from its system as applicable and destroy any archival, backup or recovery copies of the Software.

17. ASSIGNMENT

(a) Licensee may not assign this Agreement without the prior written consent of ConnectALL, which consent may be withheld or conditioned in the sole and absolute discretion of ConnectALL. For purposes of this paragraph, any merger or consolidation of Licensee with or into another legal entity or any sale, transfer or issuance of voting securities of or by Licensee that results in a change in control of Licensee shall constitute an assignment of this Agreement by Licensee. Notwithstanding the foregoing, in the event of any such merger, consolidation, or change of control, or in the event of a sale of all or substantially all of the assets of Licensee, Licensee may assign this Agreement to the successor or purchaser, as the case may be, provided Licensee notifies ConnectALL in writing of the transaction not less than ninety (90) days prior to the closing thereof and provided, further, that the assignee consents and agrees in writing to be bound by this Agreement as a substitute licensee.

(b) ConnectALL may assign this Agreement at any time upon reasonable prior written notice to Licensee.

18. LIMITATION OF LIABILITY. NEITHER PARTY (THE “BREACHING PARTY”) SHALL HAVE ANY LIABILITY TO THE OTHER PARTY (THE “INJURED PARTY”) FOR (I) ANY LOSS OF USE, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) ARISING OUT OF ANY BREACH OR NONPERFORMANCE OF THIS AGREEMENT BY THE BREACHING PARTY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT SOFTWARE LIABILITY OR OTHERWISE, EVEN IF THE INJURED PARTY HAS ADVISED THE BREACHING PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR (II) COSTS OR DAMAGES RESULTING IN WHOLE OR IN PART FROM A CAUSE NOT WITHIN THE REASONABLE CONTROL OF THE BREACHING PARTY, INCLUDING WITHOUT LIMITATION ANY INTERRUPTION OF INTERNET CONNECTIVITY OR FAILURE OF A SERVER OR OTHER COMPUTER HARDWARE OR EQUIPMENT THAT, BY ITS NATURE, IS NOT FAULT TOLERANT. EXCEPT FOR CONNECTALL’S INDEMNIFICATION OBLIGATIONS UNDER PARAGRAPH 13, THE MAXIMUM LIABILITY OF CONNECTALL FOR CLAIMS ARISING OUT OF THIS AGREEMENT OR LICENSEE’S INSTALLATION OR USE OF THE SOFTWARE (INCLUDING CLAIMS ARISING FROM ANY CRASH,



INTERRUPTION OR FAILURE OF THE SOFTWARE) SHALL NOT EXCEED THE AGGREGATE AMOUNT OF ALL FEES ACTUALLY PAID BY LICENSEE TO CONNECTALL PURSUANT TO THIS AGREEMENT.

- 19. LIABILITY OF AFFILIATES.** To the extent an Affiliate elects to use the Software, the obligations of Licensee under this Agreement shall be binding upon such Affiliate by virtue and as a condition of such use. Licensee shall indemnify, defend and hold harmless ConnectALL from and against any and all loss, cost, liability or expense (including but not limited to reasonable attorneys' fees and court costs) arising out of or resulting from any breach of such obligations by an Affiliate.
- 20. FORCE MAJEURE.** Neither party will be liable for, or be considered to be in breach of or default under this Agreement, other than monetary obligations, as a result of any cause or condition beyond such party's reasonable control including without limitation, acts of God, war, riot, strike, labor disturbance, terrorist act, fire, explosion, flood, or IT failures outside of the control of either party, such as internet failures, communication system failures, or shortage or failure of suppliers.
- 21. TRADEMARK.** ConnectALL® is a registered trademark of Licensor. No right, license, or interest to such trademark is granted hereunder, and Licensee agrees that no such right, license, or interest shall be asserted by Licensee with respect to such trademark.
- 22. ORDER OF PRECEDENCE.** The terms, conditions, and limitations of this Agreement shall apply to all purchases of the Software and any ancillary support services. In the event of any conflict between this Agreement and an Order you place with us, the terms of this Agreement shall control.
- 23. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. All prior agreements or discussions between the parties relating to such subject matter, whether written or oral, are hereby terminated and/or superseded by this Agreement. Licensee acknowledges that ConnectALL has made no warranties, representations, covenants or agreements with respect to the Software other than those expressly set forth herein.
- 24. AMENDMENT.** This Agreement may not be modified or amended during the term of a License except pursuant to a written instrument signed by both parties. No course of conduct or dealing between the parties and no custom or trade usage shall be relied upon to vary the terms of this Agreement. The most recent version of this Agreement in effect at the time of the purchase of a License shall apply to that License even if a renewal of an existing License.
- 25. MISCELLANEOUS.** This Agreement shall be deemed to have been made in the State of Georgia and shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Georgia and the federal laws of the United States of America. The provisions of this Agreement shall be deemed severable such that, if any provision or distinguishable portion of any provision is determined by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the validity and enforceability of the other provisions. Any failure of a party to insist on or enforce strict performance of any provision of this Agreement will not be construed as a waiver of such provision or right.