

## ENTHOUGHT CANOPY LICENSE AGREEMENT

This Enthought Canopy License Agreement (the "Agreement") is between Enthought, Inc., a Delaware corporation ("Enthought"), and the licensee subscriber who accepts the terms of this Agreement (the "Customer"). The effective date of this Agreement is the earlier of the date Customer accepts this Agreement or the first date the Customer uses the Software (the "Effective Date"). Please read this Agreement carefully before using the Software. By Accessing, installing or using the Software, Customer signifies its assent to and acceptance of the terms of this Agreement. If Customer does not accept the terms of this Agreement, then Customer must not Access, install or use the Software.

### 1. Definitions

The following terms, when capitalized, are defined as follows:

- a) "Access" or "Accessing" shall mean Accessing, installing, using, or viewing the Software or any other proprietary information owned by Enthought.
- b) "Canopy" or "Software" shall mean Enthought's proprietary Canopy Software and related intellectual property that are licensed and subscribed to by Customer hereunder.
- c) "Third Party Software" shall mean any and all third party software and related intellectual property, whether proprietary or open source, distributed to Customer by Enthought under this Agreement.
- d) "User" shall mean a single individual authorized per the terms, conditions and restrictions herein, to use the Software.

Other capitalized terms used in this Agreement are defined in the context in which they are used and shall have the meanings indicated by such use.

### 2. Canopy User License

Commencing on the Effective Date, and subject to Customer's full compliance with the terms and conditions of this Agreement, Enthought grants Customer a personal, perpetual, non-exclusive, non-transferable, non-sublicensable license to use the Software. The specific use rights granted to Customer are as follows:

- a) "Canopy User License" - Each User License grants Customer the right for one (1) User to install and use Canopy, in accordance with its documentation and its normal and intended use, on as many computers or workstations as may be required for the User's individual use of Canopy. A separate User License is required for each User of Canopy in the event multiple Users use Canopy on a single computer or in the event Canopy is used on a computing cluster by multiple Users. Customer may make as many copies of Canopy as are reasonably required for normal computer backup and archival purposes. All copies must contain all title, trademark, and copyright information and restricted rights notices as are provided in Canopy.

### 3. License Restrictions

Except for the express license granted to Customer in Section 2, Enthought does not grant to Customer any other licenses, whether express or implied, to the Software or any other proprietary property owned by Enthought. Notwithstanding any other provision of this Agreement, neither Customer nor any User shall:

- a) Modify, disassemble, de-compile, reverse engineer, or otherwise attempt to determine the source code or protocols from the object code of the Software or knowingly permit or encourage any third party to do so.
- b) Use the Software in any manner to provide service bureau, time-sharing or other computer services to third parties.
- c) Use the Software, or allow the transfer, transmission, export, or re-export of the Software or portion thereof in violation of any export control laws or regulations administered by any government agency.
- d) Distribute the Software, in whole or in part, except as provided for in Section 5 herein.
- e) Remove, modify or obscure any copyright, trademark, legal notices, or other proprietary notations in Software.
- f) Use the Software to perform any illegal, dishonest, or fraudulent act, to damage or injure a third party, or to infringe the intellectual property or privacy rights of any person or entity.
- g) Use the Software in any manner that would be detrimental to Enthought.

The Customer represents and warrants to Enthought that Customer will comply at all times with the terms of this Agreement and all applicable laws and regulations in using the Software. If Customer or any authorized Users uses the Software in an unlawful manner, for unlawful purposes or in any way that does not comply with this Agreement or all applicable laws and regulations, then the Canopy User License may be revoked by Enthought and, in such event, Customer and its authorized Users will immediately cease any use of the Software.

#### **4. Third Party Software**

Under this Agreement, Enthought will distribute certain Third Party Software to Customer, consisting of third-party proprietary and open source packages from the Python community. Enthought gratefully acknowledges the significant contributions of the Third Party Software authors. The Third Party Software is distributed hereunder and made available to Customer as part of the product installation. The Third Party Software license(s) for each component are included with that component. Customer's rights in the Third Party Software are governed by and subject to the terms and conditions set forth in the applicable Third Party Software license(s). Customer acknowledges and agrees to fully comply with such terms and conditions. IN ADDITION TO ANY DISCLAIMERS SET FORTH IN SUCH TERMS AND CONDITIONS, THE DISCLAIMERS SET FORTH AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN SHALL APPLY TO ENTHOUGHT AND ITS LICENSORS WITH RESPECT TO SUCH THIRD PARTY SOFTWARE. ENTHOUGHT IS NOT OBLIGATED TO PROVIDE SUPPORT SERVICES FOR ANY SUCH THIRD PARTY SOFTWARE UNLESS EXPRESSLY AGREED TO IN WRITING UNDER A SEPARATE AGREEMENT. For further information about the Third Party Software please contact <mailto:support@enthought.com>.

#### **5. Distribution**

This Agreement does not permit distribution of the Software for commercial purposes, in part or in whole. A separate OEM license is required for any commercial distribution of the Software. Customer may distribute the Software to third parties, solely for non-commercial purposes, provided that:

- a) It is distributed or redistributed for free, in full, unaltered form as standalone software.
- b) Any third party that receives the Software from Customer shall have, at the time of distribution, agreed to be subject to and comply with, at all times, the full terms, conditions and restrictions under this Agreement.
- c) All copies of the Software must contain all title, trademark, and copyright information and restricted rights notices as are provided in the Software and such notices are not removed or otherwise obscured in any way.

Customer may distribute Third Party Software under this Agreement to the extent permitted under the licenses for the applicable Third Party Software packages, provided that Customer prominently acknowledges the use of Enthought products in any software application, documentation and in any end-user licenses.

Customer represents and warrants to Enthought that Customer and all of its authorized Users will comply at all times with the terms of this Agreement and all applicable laws and regulations in using and distributing the Software or Third Party Software. If Customer or any of its authorized Users use or distribute the Software in an unlawful manner, for unlawful purposes, or in any way that does not comply with this Agreement or all applicable laws and regulations, then the User License may be revoked by Enthought and, in such event, Customer and its authorized Users will immediately cease using the Software. The provisions of this Section 5 shall survive any termination or expiration of this Agreement.

#### **6. Term and Termination**

The Term of this Agreement shall commence on the Effective Date until terminated by either party as provided for herein. Enthought may terminate this Agreement for convenience or upon Customer's breach of any of the terms and conditions of this Agreement. Customer may terminate this Agreement at any time upon written notice to Enthought. Sections 3, 4, 6, 7 - 9 shall survive any termination of this Agreement. All other rights and obligations shall cease and be of no further force or effect.

#### **7. Intellectual Property, Ownership and Marks**

Enthought and its licensors reserves all rights in the Software and all related intellectual property rights not expressly granted to Customer in this Agreement. No right or license, express or implied, is granted in this Agreement for the use of any Enthought trade names, service marks or trademarks. Enthought shall also own and retain ownership of all right, title, and interest in and to any ideas, suggestions, or feedback relating to the Software and documentation ("Feedback") and all intellectual property rights embodied within the foregoing. Customer hereby irrevocably assigns and agrees to assign all of its right, title, and interest in and to any Feedback to Enthought.

Any and all use of the trade names, service marks, or trademarks for Third Party Software is governed by the applicable Third Party Software Licenses.

#### **8. DISCLAIMER AND LIMITATIONS OF LIABILITY**

THE SOFTWARE IS PROVIDED "AS IS". ENTHOUGHT MAKES AND CUSTOMER RECEIVES NO WARRANTY EXPRESSED OR IMPLIED, AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF DATA, NON-INFRINGEMENT AND NON-INTERFERENCE ARE HEREBY DISCLAIMED. ENTHOUGHT SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR THE SOFTWARE DELIVERED HEREUNDER FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY OR INCIDENTAL DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL ENTHOUGHT'S LIABILITY UNDER OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNT OF FEES PAID TO ENTHOUGHT BY CUSTOMER.

**9. General**

- a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to any body of law or precedent relating to conflicts of law, and all disputes arising under this Agreement shall be brought exclusively in a federal or state court located in Travis County, Texas. Customer consents to the personal jurisdiction of such courts, and hereby waives any objection to the venue of such courts.
- b) Assignment. Customer shall not assign any of its rights hereunder without the prior written permission of Enthought. Such permission shall not be unreasonably withheld.
- c) Severability. In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.
- d) U.S. Government Restricted Rights. In the event Customer is an agency, department, or other entity of the United States Government ("Government"), the use, duplication, reproduction, release, modification, disclosure, or transfer of the Software, or any related documentation of any kind, including technical data or manuals, is restricted in accordance with Federal Acquisition Regulation 12.212 (as amended or supplanted) for civilian agencies and Defense Federal Acquisition Regulation Supplement 227.7202 (as amended or supplanted) for military agencies. The Software is commercial computer software and the related documentation is commercial computer software documentation. The use of the Software and related documentation is further restricted in accordance with the terms of this Agreement, or any modification hereto. The Contractor/Manufacturer is Enthought, Inc., 200 West Cesar Chavez, Suite 202, Austin, Texas, U.S.A. 78701.
- e) Export Restrictions. The Software is subject to the United States Export Administration Regulations. The following table sets forth the export control status for the Software:

<u>Enthought Product</u>	<u>ECCN</u>	<u>License</u>
Canopy	EAR99	No License Required

This export control classification is for software which uses encryption technology and is eligible for export to all countries, with certain exceptions. Enthought products with this classification contain ancillary cryptography due to the inclusion of OpenSSL open source software. Since the Software is not primarily useful for communication, Enthought has self-classified the OpenSSL component as EAR99. Further, pursuant to License Exception TSU - §742.15(b), the OpenSSL component of the Software can be exported as NLR, no license required except to those countries embargoed by the United States. By accepting this Agreement, you warrant and represent to Enthought that you will comply with all applicable export regulations for the Software as described and incorporated by reference herein.

- f) Entire Agreement. Each party acknowledges that it has read and understands this Agreement and agrees to be bound by its terms. This Agreement constitutes the complete Agreement between the parties and supersedes all previous agreements or representations, written or oral, with respect to the Software. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each party, or by a similar click-to-accept mechanism accepted by Customer. In the event the terms of this Agreement and the terms by Customer conflict, the terms of this Agreement shall govern.
- g) Force Majeure. Dates or times by which Enthought is required to make performance under this Agreement shall be postponed automatically to the extent that Enthought is prevented from meeting them by causes beyond its reasonable control.
- h) Compliance. Customer shall be responsible for its Users' compliance with the terms and conditions set forth herein. Customer is responsible for implementing reasonable means to monitor compliance with this Agreement.
- i) Waiver. The waiver or failure of Enthought to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right hereunder.

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