

ENTHOUGHT CANOPY SUBSCRIPTION LICENSE AGREEMENT

This Enthought Canopy Subscription License Agreement (the "Agreement") is between Enthought, Inc., a Delaware corporation ("Enthought") and the licensee subscriber named on the applicable Order (the "Customer"). This Agreement shall be effective as of the effective date as defined in the applicable Order (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) "Initial Term" shall mean the period from the Effective Date through the one year anniversary for such date, unless otherwise specified in the applicable Order.
- d) "Renewal Term" shall be any additional one-year terms (each, a "Renewal Term") from the end of the Initial Term or any subsequent Renewal Term.
- e) "Stated Purpose" shall mean the individual use of the Software by a properly licensed User.
- f) "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.
- g) "User" shall mean each single individual authorized per the terms, conditions and restrictions herein, to Access and 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, non-exclusive, non-transferable, non-sublicensable license to Access and use the Software. The specific use rights granted to Customer are as follows:

- a) "Software User License" - Each Software User License grants Customer the right for one (1) User to install and use Software 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 Software for the Stated Purpose. A separate Software User License is required for each User of Software in the event multiple Users use Software on a single computer or in the event Software is used on a computing cluster by multiple Users. Customer may make as many copies of Software as are reasonably required for normal computer backup and archival purposes.

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 information 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. The provisions of this Section 3 shall survive any termination or expiration of this Agreement.

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. A listing of the Third Party Software distributed hereunder and made available to Customer as part of the product installation can be found at <https://www.enthought.com/products/canopy/package-index>. Each Third Party Software license is included with the applicable component, and is also available upon written request. 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 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 support@enthought.com.

5. Distribution

This Agreement does NOT permit distribution of Canopy, in part or in whole, at any time.

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.

6. Fees and Payment Terms

Customer agrees to pay the annual subscription fees for the Software, plus any applicable taxes, levies, duties, assessments and custom fees (collectively, the "Annual Subscription Fee") in advance of the Initial Term and each Renewal Term. Failure to pay the Annual Subscription Fee when due is cause for automatic termination of this Agreement by Enthought as provided for herein.

7. Verification

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.

8. Maintenance and Support

During the Initial Term and each Renewal Term, Enthought may distribute periodic updates to the Software or Third Party Software, if and when available. Enthought provides the following basic support services to Customer during the Initial Term and each Renewal Term:

- Email-based installation support
- Access to Enthought's Canopy subscription library
- Access to the Enthought Knowledge Base at the Enthought website
- Access to the latest Software releases

If ordered by the Customer, Enthought provides the following Premium Support Services during the Initial Term and each Renewal Term:

- Phone-based installation support
- Phone-based technical support
- Priority bug fixes

9. Term and Termination

The Term of this Agreement shall commence on the Effective Date and shall remain in effect through the Initial Term and any Renewal Term. Customer may terminate this Agreement by sending notice of cancellation to support@enthought.com. Such Customer initiated termination of this Agreement will be effective at the end of Customer's current term for which the Annual Subscription Fee has been paid. Customer will not be entitled to any refund of any portion of the Annual Subscription Fee paid hereunder.

Enthought may terminate this Agreement if Customer fails to pay any amounts due and payable, or upon Customer's breach of any of the terms and conditions of this Agreement.

Upon termination of this Agreement, Customer and its authorized Users will immediately cease any Access or use of the Software. Customer's obligation to pay any amounts due as of termination or expiration shall survive, and Customer will not be entitled to any refund of any portion of the Annual Subscription Fees paid hereunder. Enthought will have no further obligation or liability to Customer after such termination. In addition, upon termination or expiration, Sections 3, 4, 6, 7, 9-15 shall survive. All other rights and obligations shall cease and be of no further force or effect.

10. 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 ("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.

11. Confidentiality

Customer acknowledges and agrees that the Software constitutes valid, proprietary trade secrets of Enthought, and is protected by copyright law. Customer shall hold the Software in strict confidence except as required to exercise Customer's rights granted expressly herein. Customer shall promptly report a breach of this Section 11 to Enthought.

12. 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 HEREUNDER.

13. Indemnity

Enthought will defend Customer against any action brought against Customer by a third party to the extent that it is based on a claim that the Software infringes a United States copyright, patent or other property right, and indemnify and hold Customer harmless against any and all costs, damages and expenses (including reasonable legal fees) ("Losses") finally awarded against Customer by a court of competent jurisdiction or agreed to in a written settlement agreement signed by Enthought arising directly out of such claim. The foregoing is subject to the following: (a) Customer must notify Enthought promptly, in writing, of the claim, (b) Enthought shall have sole control of the defense of any such claim and all related settlement negotiations, and (c) Customer shall provide Enthought with reasonable assistance and information and authority to perform the above.

Notwithstanding this general indemnity, Enthought shall have no liability for any claim of infringement based on (i) use of a superseded or altered release of the Software, (ii) the combination, operation or use of the Software with programs or data not furnished by Enthought if such infringement would have been avoided by the use of the Software without such programs or data, (iii) any modification of the Software, (iv) any unauthorized use of the Software, or (v) any Third Party Software.

If, due to a claim contemplated above or the threat thereof, (i) the Software is held by a court of competent jurisdiction, or in Enthought's reasonable judgment may be held to infringe by such a court, or (ii) Customer receives a valid court order enjoining Customer from using any of the Software, or in Enthought's reasonable judgment Customer may receive such an order, Enthought shall in its reasonable judgment, and at its expense, (a) procure for Customer the right to continue using such Software, or (b) replace or modify the Software to make it non-infringing. If neither of the above options are or would likely be available on a basis that Enthought believes to be commercially reasonable, then Enthought may terminate this Agreement and refund any un-used portion of the Annual Subscription Fees paid by Customer. THIS SECTION STATES ENTHOUGHT'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR ANY CLAIM OF INFRINGEMENT.

14. Remedies

The parties agree that due to the proprietary nature and high value of the Software, any breach of this Agreement by Customer will result in irreparable injury to Enthought that cannot be compensated solely by damages. Therefore, Enthought shall be entitled to seek and obtain injunctive relief to protect the Software without posting bond. In addition to its other remedies, Enthought shall also be entitled to recover its attorneys' fees and costs in connection with enforcement of this Agreement and collection of damages related thereto.

15. 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. In the event the terms of this Agreement and the terms of a purchase order issued 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) 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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