

ENTHOUGHT DEPLOYMENT SERVER EVALUATION LICENSE AGREEMENT

This Enthought Deployment Server Evaluation License together with the Order hereunder (collectively, 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) "Deployment Server" or "Software" shall mean Enthought's proprietary Deployment Server Software and related intellectual property that are licensed and subscribed to by Customer hereunder.
- c) "Evaluation Term" shall mean the period from the Effective Date through the date that is thirty (30) days after the Effective Date.
- d) "Instance" shall mean the set of files that make up the Deployment Server, stored in executable form, and ready to run on physical or virtual hardware systems.
- e) "Stated Purpose" for Deployment Server shall mean the individual use of the Deployment Server by a properly authorized User for Customer's internal use solely to evaluate Deployment Server for a potential paid subscription license.
- f) "User" shall mean each single individual that has an authorized User Account per the terms, conditions and restrictions herein, to access and use the Deployment Server.
- g) "User Account" shall mean an account created by Customer on behalf of a User that permits User to access and use Deployment Server for the Stated Purpose pursuant to the terms and conditions of this Agreement.

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. Deployment Server 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-transferable, non-sublicensable, limited, non-exclusive license to Deployment Server for the Evaluation Term. The specific use rights to Customer are as follows:

- a) "Deployment Server Instance License" or "DSIL" - Each DSIL grants Customer the right to use one (1) Instance of the Deployment Server in accordance with its documentation and its normal and intended use for the Stated Purpose. A separate DSIL is required for each Instance in the event Customer uses multiple Instances of Deployment Server. The Order shall specify the quantity of Deployment Server Instances licensed to Customer hereunder.

3. User Accounts

The Order shall specify the quantity of User Accounts permitted to be created and used by Customer and its Users under the DSIL granted hereunder during the Evaluation Term. In order to access or use Deployment Server a User must have a User Account.

4. License Restrictions

Except for the express license granted to Customer in Section 2 and quantity of User Accounts ordered hereunder, Enthought does not grant to Customer any other licenses, whether express or implied, to Deployment Server 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 Deployment Server or knowingly permit or encourage any third party to do so.
- b) Use Deployment Server, or allow the transfer, transmission, export, or re-export of Deployment Server or portion thereof in violation of any export control laws or regulations administered by any government agency.
- c) Remove, modify or obscure any copyright, trademark, legal notices, or other proprietary notations in Deployment Server.
- d) Distribute Deployment Server, in part or in whole.
- e) Allow Access to, disclose, transfer, or distribute Deployment Server to any party other than to an authorized User.
- f) Permit or provide any Access or use of Deployment Server to anyone that is not an authorized User with a valid User Account in any manner, including sharing User's Account user name and password or the user name and password of any other authorized User.
- g) Use Deployment Server 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.
- h) Use Deployment Server in any manner that could 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 Deployment Server. If Customer or any authorized User uses Deployment Server 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 DSIL may be revoked by Enthought and, in such event, Customer and its authorized Users will immediately cease any use of the Deployment Server.

5. 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.

6. Distribution

Customer may use Deployment Server to distribute internally developed or third party software packages to Users under this Agreement to the extent permitted under any applicable licenses for such software packages. The Deployment Server Software may not be distributed, in whole or in part.

7. Reserved

8. 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.

9. Maintenance and Support

During the Evaluation Term, Enthought may distribute periodic updates to Deployment Server, if and when available. Enthought provides the following support services to Customer during the Evaluation Term:

- Phone and Email-based installation support
- Phone and Email-based support for the use of Deployment Server
- Phone and Email-based technical support
- Access to Enthought's Deployment Server subscription library
- Access to the Enthought Knowledge Base at the Enthought website
- Access to the latest Deployment Server releases

10. Term and Termination

The Term of this Agreement shall commence on the Effective Date and automatically terminate at the end of the Evaluation Term. Enthought may terminate this Agreement at any time upon written notice to Customer.

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Upon termination of this Agreement for any reason, Customer and its authorized Users will immediately cease any access or use of Deployment Server. Enthought will have no further obligation or liability to Customer after such termination. Sections 4-8, 10-16 shall survive. All other rights and obligations shall cease and be of no further force or effect.

11. Intellectual Property, Ownership and Marks

Enthought and its licensors reserves all rights in Deployment Server 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 Deployment Server ("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.

12. Confidentiality

Customer acknowledges and agrees that Deployment Server constitutes valid, proprietary trade secrets of Enthought, and is protected by copyright law. Customer shall hold the Deployment Server in strict confidence except as required to exercise Customer's rights granted expressly herein. Customer shall promptly report a breach of this Section 12 to Enthought.

13. DISCLAIMER AND LIMITATIONS OF LIABILITY

THE DEPLOYMENT SERVER 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 DEPLOYMENT SERVER 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.

14. 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 Deployment Server 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 Deployment Server, (ii) the combination, operation or use of the Deployment Server with programs or data not furnished by Enthought if such infringement would have been avoided by the use of the Deployment Server without such programs or data, (iii) any modification of the Deployment Server, (iv) any unauthorized use of the Deployment Server, or (v) any third party software.

If, due to a claim contemplated above or the threat thereof, (i) the Deployment Server 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 Deployment Server, 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 Deployment Server, or (b) replace or modify the Deployment Server 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. THIS SECTION STATES ENTHOUGHT'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR ANY CLAIM OF INFRINGEMENT.

15. Remedies

The parties agree that due to the proprietary nature and high value of the Deployment Server, 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 Deployment Server 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.

16. 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 Deployment Server, 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 Deployment Server is commercial computer software and the related documentation is commercial computer software documentation. The use of the Deployment Server 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 Deployment Server is subject to the United States Export Administration Regulations. The following table sets forth the export control status for the Deployment Server:

<u>Enthought Product</u>	<u>ECCN</u>	<u>License</u>
Deployment Server	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 Deployment Server 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 Deployment Server 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 Deployment Server 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 Deployment Server. 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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